

# **EMERGENCY MOTION TO** **DISMISS WITH PREJUDICE**

★ DEFENDANT'S EMERGENCY MOTION TO DISMISS WITH  
PREJUDICE

# DEFENDANT'S MOTION TO DISMISS WITH PREJUDICE

(DUE TO RETALIATION, PROCEDURAL MISCONDUCT, CIVIL CONSPIRACY, RICO VIOLATIONS, VIOLATIONS OF THE VIOLENCE AGAINST WOMEN ACT (VAWA), AND REQUEST FOR WHISTLEBLOWER PROTECTIONS AND CRIMINAL PROSECUTION UNDER COLOR OF LAW)

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COMMONWEALTH OF KENTUCKY  
JEFFERSON FAMILY CIRCUIT COURT  
CIVIL DISTRICT

CASE NO.: 25-C-001707

DATE: 2025-02-19

NEW CHESTNUT RIDGE APARTMENTS LLC,  
Plaintiffs,

v.

JOHN R. FOUTS, et al.,  
Defendants.

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**DEFENDANT'S MOTION TO DISMISS WITH PREJUDICE DUE TO RETALIATION, PROCEDURAL MISCONDUCT, CIVIL CONSPIRACY, RICO VIOLATIONS, VIOLATIONS OF THE VIOLENCE AGAINST WOMEN ACT (VAWA), AND REQUEST FOR WHISTLEBLOWER PROTECTIONS AND CRIMINAL PROSECUTION UNDER COLOR OF LAW**

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**COMES NOW**, Defendant **John R. Fouts**, pro se, and moves this Honorable Court to **DISMISS WITH PREJUDICE** the unlawful Forcible Detainer proceeding against him, on the grounds of **retaliation, failure to comply with federal housing laws, procedural misconduct, civil conspiracy, RICO violations, violations of the Violence Against Women Act (VAWA), and violations of federal and constitutional law.**

Defendant further requests **formal whistleblower protections** due to ongoing retaliation and systemic harm caused by coordinated efforts among housing authorities, government agencies, and property management. **Additionally, Defendant requests maximum criminal prosecution for all individuals found guilty of violating rights under Color of Law (18 U.S.C. § 242) and Conspiracy Against Rights (18 U.S.C. § 241).** In support thereof, Defendant states as follows:

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## I. INTRODUCTION

This Motion challenges the validity of the **Forcible Detainer Complaint** filed by **New Chestnut Ridge Apartments LLC** on the grounds that it is **retaliatory, procedurally defective, and based on false statements**.

- The Forcible Detainer Complaint falsely **alleges that Defendant forcibly detained the property on December 3, 2024**, while the lease was still in effect, **constituting misrepresentation and procedural misconduct**. (Exhibit 1).
- The **Notice of Eviction**, issued after the Forcible Detainer Complaint, further evidences the **retaliatory intent and procedural irregularities** by Plaintiffs.
- As such, this Motion seeks to dismiss the **Forcible Detainer Complaint with prejudice**, as it is **legally baseless and procedurally defective**.

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1. Defendant is a disabled individual receiving **SSDI and HUD-funded Mainstream Voucher assistance**, designed to provide housing stability to disabled persons under 65.
  2. The eviction proceeding initiated against Defendant is procedurally and substantively defective, as **Plaintiffs have engaged in a pattern of retaliation, procedural misconduct, and conspiracy, including:**
    - Issuing a lease **non-renewal without cause**, constituting **retaliation** for Defendant asserting his **federally protected rights**.
    - **Accepting and processing** Defendant's rent for February 2025, invalidating any claim that the lease was terminated.
    - **Failure to engage in the required HUD reasonable accommodation process** despite documented medical necessity.

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- **Refusing to issue Defendant’s legally entitled voucher**, violating federal housing assistance regulations.
  - **LMHA and HUD’s inaction in response to these violations**, further enabling retaliation and housing discrimination.
  - **Failure to uphold protections under the Violence Against Women Act (VAWA)**, ensuring continued housing assistance for survivors of abuse.
  - **Ongoing retaliation against Defendant for reporting housing violations and governmental misconduct, necessitating whistleblower protections.**
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## II. LEGAL ARGUMENTS

### **A. The Eviction is Unlawful, Retaliatory, and Part of a Broader Civil Conspiracy**

- Plaintiffs' eviction action is **unlawful and retaliatory**, constituting a **coordinated civil conspiracy** to deprive Defendant of his federally protected housing rights.
  - **Precedent:** *Edwards v. Habib*, 397 F.2d 687 (D.C. Cir. 1968) – The court recognized retaliatory eviction as a defense, holding that a landlord cannot evict a tenant in retaliation for reporting housing code violations. This applies here as Defendant was targeted for asserting federally protected housing rights.
  - **Precedent:** *Hosey v. Club Van Cortlandt*, 299 F. Supp. 501 (S.D.N.Y. 1969) – The court held that a retaliatory eviction constitutes judicial enforcement of private discrimination. The eviction initiated by Plaintiffs constitutes retaliation for Defendant’s lawful exercise of rights, making it procedurally and constitutionally defective.



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- **Exhibit 2:** Mismanagement and Baseless Claims by Station J-Town/Vida-Management (New Chestnut Ridge Apartments LLC) Regarding Active Renters Insurance Policy.
  - Plaintiffs made **baseless claims of non-compliance** with renters insurance requirements despite **documented evidence of active coverage** (See Exhibit 2).
  - This misrepresentation demonstrates a pattern of bad faith actions and retaliation by Plaintiffs, further supporting Defendant's claims of **retaliatory intent and civil conspiracy**.
  - The **systematic harassment and administrative failures** demonstrated in Exhibit A **corroborate the pattern of retaliatory conduct** and **procedural misconduct** by Plaintiffs.
- **Exhibit 3:** Repeated Failed Inspections and Violations of HUD Housing Standards by Station J-Town/Vida-Management (New Chestnut Ridge Apartments LLC).
  - Plaintiffs failed multiple housing inspections, violating HUD housing standards and **creating unsafe living conditions** (See Exhibit B).
  - Despite these failures, Plaintiffs proceeded with eviction, proving **bad faith intent** and **hypocritical enforcement of lease provisions**.
  - **LMHA and HUD failed to enforce corrective actions**, instead allowing Plaintiffs to retaliate against Defendant.
  - This further demonstrates the **coordinated effort between Plaintiffs, LMHA, and HUD to ignore violations while unlawfully evicting Defendant(s)**.
- **Exhibit 4:** February 3, 4, & 5 Email Communications with HUD/LMHA.
  - Defendant **repeatedly contacted HUD and LMHA** to address ongoing issues, yet **no action was taken**.

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- HUD and LMHA's inaction allowed, and continue to allow, **retaliation to proceed unchecked**, reinforcing the **civil conspiracy claim**.
- **Exhibit 5:** Correspondence from Lauren Stallings (Vida Management) Regarding Mismanagement.
  - Emails document **deliberate mismanagement, false claims, and administrative failures**.
  - This further shows that **Plaintiffs engaged in a calculated effort** to create instability, leading to **retaliation and procedural misconduct**.
- **Exhibit 6:** Correspondence from Teresa Ramon (Station J-Town Management).
  - Further **documents misleading responses and refusal to address ongoing issues**.
  - This contributes to the **pattern of obstruction and bad faith**, reinforcing Defendant's claims of retaliatory conduct.
- **Exhibit 7:** Medical Necessity Letter from Dr. Jordan Vaughn.
  - Dr. Vaughn confirms that **abrupt relocation would pose a severe medical crisis**, making eviction medically unreasonable.
  - Plaintiffs **ignored formal medical documentation**, violating **ADA protections and Section 504 of the Rehabilitation Act**, as did LMHA and HUD and PIH.
- **Exhibit 8:** Payment Receipts and Financial Documentation.
  - Defendant **fully paid** his portion of rent for February 2025, along with **LMHA's portion**, confirming **no lease violation**.
  - Plaintiffs **accepted rent payments**, legally invalidating their eviction claim and proving that eviction is **retaliatory in nature**.

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- **Precedent:** *Edwards v. Habib*, 397 F.2d 687 (D.C. Cir. 1968) – The court recognized retaliatory eviction as a defense, holding that a landlord cannot evict a tenant in retaliation for reporting housing code violations. This applies here as Defendant was targeted for asserting federally protected housing rights.
- **Precedent:** *Hosey v. Club Van Cortlandt*, 299 F. Supp. 501 (S.D.N.Y. 1969) – The court held that a retaliatory eviction constitutes judicial enforcement of private discrimination. The eviction initiated by Plaintiffs constitutes retaliation for Defendant's lawful exercise of rights, making it procedurally and constitutionally defective.
- Plaintiffs' eviction action is **unlawful and retaliatory**, constituting a **coordinated civil conspiracy** to deprive Defendant of his federally protected housing rights.

### 3. Federal law prohibits retaliatory eviction (24 C.F.R. § 100.400(c)).

- Plaintiffs issued the non-renewal notice **immediately following** Defendant's complaints regarding housing rights violations.
- **Precedent:** *Bangerter v. Orem City Corp.*, 46 F.3d 1491 (10th Cir. 1995) establishes that refusal to accommodate disabilities violates the Fair Housing Act.
- **Precedent:** *United States v. California Mobile Home Park Mgmt. Co.*, 29 F.3d 1413 (9th Cir. 1994) (landlords cannot refuse to accommodate a tenant's disability).
- **Precedent:** *Giebeler v. M&B Associates*, 343 F.3d 1143 (9th Cir. 2003) (landlords must provide reasonable accommodations under FHA).

### 4. Acceptance of rent payments legally invalidates any claim of lease termination.

- **Kentucky courts have ruled** (*Tucker v. Carrington*, 683 S.W.2d 674 (Ky. Ct. App. 1985)) that acceptance of rent payments **after termination notice waives termination**.

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- Both Defendant's portion and LMHA's portion of rent were accepted **without issue**, confirming tenancy was still in effect.

## 5. The eviction proceeding is part of a broader civil conspiracy and RICO violations.

- Plaintiffs, along with LMHA and HUD's negligence, have engaged in a **coordinated effort to unlawfully displace Defendant**.
  - **18 U.S.C. § 1961-1968 (RICO Act)** applies when multiple entities coordinate to deprive a person of federally protected rights.
  - The **failure of LMHA and HUD to act despite repeated legal notice constitutes willful complicity in a conspiracy to violate Defendant's rights**.
  - **Key individuals involved in the conspiracy include, but are not limited to:**
    - Elizabeth Strojan (LMHA - Director),
    - Camille Robinson (LMHA – Deputy Executive Director of Leased Housing),
    - Rose McCarty (LMHA),
    - Frank McNeil (HUD),
    - Nicole Hayden (Public and Indian Housing PIH-HUD),
    - Deborah Gilbert (LMHA),
    - James Berrocal (FHEO),
    - and others, as well as Station J-Town,
    - Vida-Management, Inc.,
    - New Chestnut Ridge Apartments LLC,
    - Teresa Ramon (Station J-Town),
    - Lauren Stallings (Station J-Town), for their direct involvement in retaliatory actions and procedural misconduct.
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## B. Procedural Misconduct, Constitutional Violations, and Whistleblower Retaliation

### 6. Failure to follow required federal and state procedures for lease non-renewal:

- **HUD regulations require landlords to engage in an interactive process** when a tenant with disabilities requests accommodations.
- Defendant’s treating physician, **Dr. Jordan Vaughn**, provided **formal written medical documentation** stating that **eviction would pose extreme health risks**.
- No effort was made to comply with **Section 504 of the Rehabilitation Act** (29 U.S.C. § 794).

### 7. Violations of Constitutional Rights:

- **First Amendment:** Retaliation for engaging in protected speech regarding housing rights and reporting government misconduct.
- **Fourth Amendment:** Unlawful search, seizure, or surveillance by government officials involved in retaliatory housing actions.
- **Fifth Amendment:** Deprivation of property and due process violations in the eviction process.
- **Ninth Amendment:** Violation of unenumerated fundamental rights, including the right to secure housing without undue governmental interference.
- **Thirteenth Amendment:** Forced eviction without just cause and deprivation of legal housing assistance constitutes a form of involuntary servitude.

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- **Fourteenth Amendment:** Violations of due process and equal protection, as the eviction was conducted without legal justification and in direct contradiction to federal protections.
- **Eighth Amendment:** Cruel and unusual punishment through systemic deprivation of necessary accommodations.
- **Deprivation of rights under Color of Law (18 U.S.C. § 242)** by LMHA and HUD officials who knowingly failed to provide required housing protections.
- **Retaliation against Defendant as a whistleblower, necessitating federal protection under the Whistleblower Protection Act (5 U.S.C. § 2302(b)(8)).**

## C. Violations of the Americans with Disabilities Act and Olmstead v. L.C.

- Defendant and JAF are entitled to stable and integrated housing under the Americans with Disabilities Act (ADA) and the Mainstream Voucher Program.
- Olmstead v. L.C., 527 U.S. 581 (1999), requires state and federal agencies, including HUD, LMHA, and PIH, to provide community-based housing and prevent unnecessary institutionalization or displacement of disabled individuals.
- HUD, LMHA, PIH, and Station J-Town (including Lauren Stallings, Teresa Ramon, and others) violated these requirements by refusing to provide stable and integrated housing accommodations, thereby discriminating against Defendant and JAF as disabled individuals.
- These actions constitute unjustified segregation and denial of federally protected rights under the ADA and Section 504 of the Rehabilitation Act.

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- This Court is requested to declare that these actions are in violation of Olmstead requirements and constitute discriminatory practices under federal law.
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## III. RELIEF REQUESTED

WHEREFORE, Defendant respectfully requests that this Court:

1. **DISMISS the Forcible Detainer Complaint WITH PREJUDICE**, as it is unlawful, retaliatory, and part of a coordinated civil conspiracy.
2. **Declare that Plaintiffs violated** the Fair Housing Act (42 U.S.C. § 3601 et seq.), Section 504 of the Rehabilitation Act, the ADA, and VAWA.
3. **Issue an injunction** prohibiting further retaliatory actions against Defendant.
4. **Mandate correction of discriminatory housing records**, which are obstructing Defendant's ability to secure alternative housing.
5. **Award compensatory and punitive damages** for severe emotional distress, physical harm, and financial losses caused by Plaintiffs' misconduct.
6. **Refer this matter for maximum criminal prosecution under 18 U.S.C. § 241 (Conspiracy Against Rights) and 18 U.S.C. § 242 (Deprivation of Rights Under Color of Law).**
7. **Recognize that Defendants have been living in an unsafe environment due to multiple hazardous conditions, including failed inspections, lack of reasonable accommodations, and ongoing retaliation.**
8. **Mandate full formal whistleblower protections** under the **Whistleblower Protection Act (5 U.S.C. § 2302(b)(8))** for **Defendant and JAF (minor child)**, and

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order that these protections be actively enforced against any form of retaliation or discrimination. The Court is further requested to acknowledge and recognize Defendants' whistleblower status formally for the record, **ensuring all relevant federal and state agencies comply with protective measures immediately.**

9. **Require LMHA and HUD along with PIH to act lawfully** regarding federal law and state law along with local statutes. Require LMHA and HUD along with PIH, to immediately issue the legal voucher for which Defendant is entitled along with additional information required to search for housing. This includes, but is not limited to, the voucher itself (which presently has no amount), the signed copy of the voucher as relevant, the census tract exception areas, and what the higher value of the voucher is in those areas, and the utilities calculations worksheets. Defendant has asked for this information repeatedly, yet remains ignored by multiple agencies.
10. **Mandate that Defendant be allowed to remain at Station J-Town until safe, stable, and legally compliant housing is secured that meets ADA, VAWA, and Fair Housing Act requirements. This shall include assistance in identifying and securing suitable housing accommodations.**
11. **Recognize Defendant's interest in homeownership and ensure access to any relevant HUD or federal homeownership programs designed to assist disabled individuals in obtaining stable housing, and prohibit HUD, PIH, or LMHA from denying Defendant's eligibility due to the circumstances surrounding this case or its impact.**
12. **Order the immediate removal of the "L29" mark outside Defendant's apartment, as it appears to be a retaliatory targeting marker. Defendant has previously raised concerns about this marking with property management, LMHA, HUD, PIH, and LMPD, but all have failed to take corrective action.**



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## 13. Mandate Reasonable Accommodations and Moving Assistance

- Mandate that **HUD, LMHA, and Station J-Town, a Vida-Management, Inc. property, aka New Chestnut Ridge Apartments LLC**, provide reasonable accommodations under the **ADA, Section 504, VAWA, Olmstead v. L.C.**, and the **Fair Housing Act, including moving expenses and relocation assistance including full-service moving (white glove movers) which is necessary due to issues surrounding Myalgic Encephalomyelitis, Long Covid with Microclots, Small Fiber Neuropathy, CRPS, and more.**
- This is required due to Defendant's **severe medical conditions and unsafe living environment**, which make **continued residence at Station J-Town both unreasonable, psychologically damaging, and life-threatening.**
- This mandate shall **ensure that relocation is to a safe and stable environment that accommodates Defendant's medical needs.**

## 14. Request assistance from the Court in securing contingency attorneys for both a RICO lawsuit and a Qui Tam whistleblower action.

## 15. Formal Recognition and Enforcement of Olmstead Rights

- **Formally recognize and declare that Defendant and JAF have rights under Olmstead v. L.C., 527 U.S. 581 (1999), to stable and integrated housing under the Americans with Disabilities Act (ADA).**
- **Mandate that HUD, LMHA, PIH, and Station J-Town (including Lauren Stallings, Teresa Ramon, and other relevant individuals) comply with Olmstead requirements, ensuring community-based housing and protection from unjustified displacement or segregation.**
- **Order that Defendant and JAF's ADA and Olmstead rights be actively enforced and protected against any discriminatory or retaliatory actions by all relevant agencies and individuals.**

# **DEFENDANT’S MOTION TO DISMISS WITH PREJUDICE**

**(DUE TO RETALIATION, PROCEDURAL MISCONDUCT, CIVIL CONSPIRACY, RICO VIOLATIONS, VIOLATIONS OF THE VIOLENCE AGAINST WOMEN ACT (VAWA), AND REQUEST FOR WHISTLEBLOWER PROTECTIONS AND CRIMINAL PROSECUTION UNDER COLOR OF LAW)**

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- **Mandate that VAWA rights include protection from discriminatory eviction, continued housing assistance, and protection from retaliatory actions.**
- **Mandate that HUD, LMHA, and Station J-Town fully comply with VAWA’s anti-discrimination and anti-retaliation provisions, ensuring that these rights are enforceable by Defendant and JAF (minor child).**

## **16. Formal Recognition and Enforcement of VAWA Rights**

- **Formally recognize and declare that Defendant and JAF have rights under the Violence Against Women Act (VAWA), including protection from discriminatory eviction, continued housing assistance, and protection from retaliatory actions.**
- **Mandate that HUD, LMHA, and Station J-Town fully comply with VAWA’s anti-discrimination and anti-retaliation provisions, ensuring that these rights are enforceable by Defendant and JAF.**
- **Order that VAWA rights be actively enforced and protected against any discriminatory or retaliatory actions by all relevant agencies and individuals.**

## **17. Formal Recognition and Enforcement of Whistleblower Protections**

- **Mandate full formal whistleblower protections under the Whistleblower Protection Act (5 U.S.C. § 2302(b)(8)) for Defendant and JAF, ensuring that these protections are actively enforced against any form of retaliation or discrimination.**
- **Formally acknowledge and recognize Defendant’s whistleblower status to ensure all relevant federal and state agencies comply with protective measures.**
- **Order that these whistleblower protections remain in effect throughout all legal proceedings and interactions with HUD, LMHA, and Station J-Town.**

# DEFENDANT'S MOTION TO DISMISS WITH PREJUDICE

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## 18. Request for Criminal Prosecution and Maximum Punishment

- Request maximum criminal prosecution and punishment for all individuals and entities found guilty of violations under Color of Law (18 U.S.C. § 242), Conspiracy Against Rights (18 U.S.C. § 241), RICO violations, and any other applicable federal and state laws.
- This *includes but is not limited to* actions by HUD, LMHA, Station J-Town, Vida Management, and New Chestnut Ridge Apartments LLC, as well as named individuals including Elizabeth Strojan, Camille Robinson, Frank McNeil, Nicole Hayden, Deborah Gilbert, James Berrocal, Lauren Stallings, and Teresa Ramon.

## 19. Grant any additional relief the Court deems just and proper.

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Respectfully submitted,



**John R. Fouts**

**Defendant, Pro Se**

2904 Sitka Dr. L29

Louisville, KY 40299

**Email:** Fouts.John@gmail.com

**Phone:** 502.956.0052 (Text Only – ADA Accommodations)

**Fax:** 502.996.8246 (HIPAA Compliant)

# **PROPOSED ORDER**

**GRANTING DEFENDANT'S EMERGENCY  
MOTION TO DISMISS WITH PREJUDICE**

# PROPOSED ORDER GRANTING DEFENDANT'S EMERGENCY MOTION TO DISMISS WITH PREJUDICE

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JEFFERSON FAMILY CIRCUIT COURT  
CIVIL DISTRICT

DATE: 2025-02-19

CASE NO.: 25-C-001707

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## PROPOSED ORDER GRANTING DEFENDANT'S EMERGENCY MOTION TO DISMISS WITH PREJUDICE

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**THIS MATTER** having come before the Court on Defendant **John R. Fouts' Emergency Motion to Dismiss with Prejudice**, and the Court having reviewed the Motion, the exhibits, supporting documents, and applicable law, and being otherwise sufficiently advised, **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

1. **The Forcible Detainer Complaint filed against Defendant is hereby DISMISSED WITH PREJUDICE** due to its retaliatory nature, procedural misconduct, violations of federal housing laws, civil conspiracy, RICO violations, and violations of Defendant's constitutional and statutory rights under the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, the Fair Housing Act (FHA), and the Violence Against Women Act (VAWA).
2. **Plaintiffs are enjoined from engaging in further retaliatory conduct** against Defendant, including, but not limited to, eviction proceedings, discriminatory housing practices, and refusals to accommodate Defendant's disabilities.
3. **All discriminatory housing records and retaliatory designations related to Defendant must be corrected immediately** to ensure Defendant's ability to secure alternative housing without unlawful barriers.
4. **Plaintiffs, LMHA, HUD, and PIH are ordered to immediately comply with all applicable federal housing laws**, including issuing Defendant's legally entitled **Mainstream Voucher** in a form that allows him to secure safe and stable housing. This includes providing all necessary documentation, including the signed voucher, census tract exception details, and utilities calculations worksheet.
5. **Defendant is permitted to remain at Station J-Town until safe, stable, and legally compliant housing is secured** that meets **ADA, VAWA, Olmstead, and Fair**

# **PROPOSED ORDER GRANTING DEFENDANT'S EMERGENCY MOTION TO DISMISS WITH PREJUDICE**

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**Housing Act requirements.** HUD, LMHA, and Station J-Town are required to **assist in identifying and securing such housing.**

6. **Defendant's interest in homeownership is formally recognized, and HUD, PIH, and LMHA are prohibited from denying Defendant eligibility for homeownership programs** due to the circumstances surrounding this case.
7. **The retaliatory marking "L29" outside Defendant's apartment must be removed immediately** by Station J-Town management, as it appears to be an act of targeted retaliation.
8. **HUD, LMHA, and Station J-Town shall provide reasonable accommodations, including moving assistance,** under the ADA, Section 504, VAWA, the Fair Housing Act, and Olmstead. Such accommodations shall include **full-service moving assistance (white glove movers) to ensure Defendant's relocation does not cause further harm due to his medical conditions.**
9. **Formal whistleblower protections under the Whistleblower Protection Act (5 U.S.C. § 2302(b)(8)) are granted and enforced for Defendant and JAF (minor child).** The Court formally acknowledges Defendant's whistleblower status and orders all relevant federal and state agencies to ensure compliance with protective measures.
10. **Formal recognition and enforcement of Defendant's VAWA rights** is hereby ordered, including protection from discriminatory eviction, continued housing assistance, and protection from retaliatory actions by Plaintiffs, LMHA, and HUD.
11. **This matter shall be referred for maximum criminal prosecution under 18 U.S.C. § 241 (Conspiracy Against Rights) and 18 U.S.C. § 242 (Deprivation of Rights Under Color of Law).** This includes actions by **Station J-Town, Vida Management, New Chestnut Ridge Apartments LLC, LMHA, HUD, PIH, and named individuals involved in retaliation and misconduct.**
12. **The Court directs assistance in securing contingency attorneys for Defendant in filing both a RICO lawsuit and a Qui Tam whistleblower action.**
13. **The Court retains jurisdiction over this matter to ensure continued compliance and enforcement of this Order.**

**PROPOSED ORDER GRANTING DEFENDANT'S  
EMERGENCY MOTION TO DISMISS WITH PREJUDICE**

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SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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HON. \_\_\_\_\_

JUDGE, JEFFERSON FAMILY CIRCUIT COURT

CIVIL DISTRICT

# **IN FORMA PAUPERIS:**

- 1. AOC-026 (COURT FORM)**
- 2. MOTION TO PROCEED IN  
FORMA PAUPERIS**
- 3. CERTIFICATE OF SERVICE**
- 4. IFP BACKUP -  
ILLUSTRATING DETAILS  
REGARDING IFP  
APPLICATION**



# Motion to Proceed In Forma Pauperis (IFP)

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COMMONWEALTH OF KENTUCKY  
JEFFERSON FAMILY COURT  
CIVIL DISTRICT DIVISION

DATE: 2025-02-18

NEW CHESTNUT RIDGE APARTMENTS LLC,  
Plaintiff,

v.

JOHN R. FOUTS,  
Defendant.

CASE NO.: 25-C-001707

## DEFENDANT'S MOTION TO PROCEED IN FORMA PAUPERIS

**COMES NOW**, Defendant **John R. Fouts**, pro se, and respectfully moves this Honorable Court for leave to proceed **in forma pauperis** in the above-captioned matter pursuant to **KRS 453.190** and **Kentucky Rules of Civil Procedure (CR) 2.05**, as well as federal due process protections under **42 U.S.C. § 1983**. In support thereof, Defendant states as follows:

### I. INTRODUCTION

1. Defendant is a **disabled individual** receiving **Social Security Disability Insurance (SSDI)** and is currently **without sufficient income or assets** to pay court costs, filing fees, or other legal expenses associated with this case.
2. Defendant resides in a **HUD-subsidized property under a federally funded Mainstream Voucher Program**, and any imposition of fees would present a **significant financial hardship**.
3. Defendant has **no discretionary income** after essential living expenses, including housing, utilities, medical care, and transportation costs.

### II. LEGAL STANDARD

4. **Kentucky law (KRS 453.190)** provides that individuals who **cannot afford to pay court fees due to financial hardship** may proceed without prepayment of costs.
5. **Kentucky Rule of Civil Procedure 2.05** allows litigants to request a waiver of filing fees and other court costs based on indigency.

# Motion to Proceed In Forma Pauperis (IFP)

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6. The **United States Supreme Court** has held that the **fundamental right of access to the courts** is protected under the **Due Process and Equal Protection Clauses of the Fourteenth Amendment** (*Boddie v. Connecticut*, 401 U.S. 371 (1971)).
7. Defendant's **lack of financial means should not bar access to the courts**, particularly in a case that involves **housing stability, due process rights, and potential violations of federal law**.

## III. FINANCIAL STATUS


8. Defendant **has no substantial income aside from SSDI benefits** and relies on federal disability assistance to cover **basic living expenses**.
9. Defendant **has no liquid assets or savings** that would allow for payment of court fees.
10. Attached hereto is **Defendant's Affidavit of Indigency**, verifying Defendant's inability to pay court costs.

## IV. REQUEST FOR RELIEF

WHEREFORE, Defendant **respectfully requests that this Honorable Court:**

1. **Grant Defendant's motion to proceed in forma pauperis**, waiving all court costs and filing fees in this matter;
2. **Issue an order allowing Defendant to file all necessary pleadings and motions without prepayment of costs**; and
3. **Grant any other relief this Court deems just and proper**.

**Respectfully submitted,**



**John R. Fouts, MBA**

Defendant, Pro Se

2904 Sitka Dr. L29

Louisville, KY 40299

Phone: 502.956.0052 (Text Only – ADA Accommodations)

Fax: 502.996.8246

Email: [fouts.john@gmail.com](mailto:fouts.john@gmail.com) | [patientadvocacy@sfnlife.org](mailto:patientadvocacy@sfnlife.org)



**MOTION FOR WAIVER OF COSTS AND FEES AND  
TO PROCEED *IN FORMA PAUPERIS*; AFFIDAVIT;  
FINANCIAL STATEMENT; AND ORDER**

Case No. 25-C-001707  
Court DISTRICT FAM/DIST. CIVIL  
County Jefferson  
Division DI

NEW CHESTNUT RIDGE APARTMENTS LLC

PLAINTIFF/PETITIONER

VS.

JOHN FOUTS ET. AL

DEFENDANT/RESPONDENT

**Motion for Waiver of Costs and Fees:** Affiant is unable to pay the costs and fees of this action and hereby requests that the Court waive them and allow Affiant to proceed *in forma pauperis*.

Affiant hereby submits the following information in support of the above Motion.

NAME: JOHN R. FOUTS

ADDRESS: 2904 SITKA DR. L29 (STATION J-TOWN APARTMENTS)  
LOUISVILLE, KY 40299

DOB: 01/31/1979 Telephone: (502 ) 956-0052 (TXT ONL)

**I. MONTHLY INCOME/MONTHLY EXPENSES**

1. Are you employed? ☐ Yes, full-time. ☐ Yes, part-time. ☒ No.

Employer name and address: NA - DISABLED UNDER SSA SSDI TITLE II

2. Marital status: DIVORCED If married, spouse's name: NA

3. Number of dependents (children, elderly, or disabled): 1 Relationship: CHILD Age(s): 13

4. If married, is spouse employed? ☐ Yes ☐ No. If yes, include spouse's income and expenses below unless this is a divorce proceeding.

**Monthly Income**

Gross salary (before deductions)	\$ <u>0</u>
Public/Gov't assistance:	
Food stamps/SNAP	\$ <u>0</u>
TANF	\$ <u>0</u>
K-TAP	\$ <u>0</u>
KCHIP	\$ <u>0</u>
LIHEAP	\$ <u>0</u>
WIC	\$ <u>0</u>
Child Care Assistance	\$ <u>0</u>
Foster care	\$ <u>0</u>
Other	\$ <u>0</u>
Social Security (SSI/SSD)	\$ <u>1879</u>
Worker's Compensation	\$ <u>0</u>
Unemployment	\$ <u>0</u>
Retirement/Pension	\$ <u>0</u>
Child support	\$ <u>0</u>
Maintenance/Alimony	\$ <u>0</u>
Stocks, trusts, bonds	\$ <u>ABLE ACCTS</u>
Student financial aid	\$ <u>1032</u>
Other JAF (minor child - SSDI)	\$ <u>SEE BELOW</u>

**5. TOTAL MONTHLY INCOME** \$ 2911

**Monthly Expenses**

<input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Rent payment	\$ <u>VARIES 200</u>
Utilities (electric/gas)	\$ <u>220</u>
Water/Sewer/Trash	\$ <u>0</u>
Food	\$ <u>1800</u>
Phone(s) (landline and/or cell)	\$ <u>0</u>
Internet	\$ <u>INCL. ABOVE</u>
Cable/Satellite	\$ <u>0</u>
Transportation	\$ <u>275</u>
Clothing/Shoes	\$ <u>75</u>
Vehicle payment(s)	\$ <u>0</u>
Insurance (vehicle, health, house/renter's)	\$ <u>340</u>
Credit card payment(s)	\$ <u>300</u>
Unreimbursed childcare	\$ <u>100</u>
Tuition/student loans	\$ <u>0</u>
Medical/Dental payments/installments	\$ <u>0</u>
Child support	\$ <u>0</u>
Other Unplanned Dr. Visits	\$ <u>100</u>

**6. TOTAL MONTHLY EXPENSES** \$ 3410

## II. ASSETS / DEBTS

### Assets

Cash on hand \$ 0  
Bank accounts  
    Checking \$ 692.17  
    Savings \$ 0  
    Other \$ 0  
Value of home (if homeowner) \$ 0  
Value of other real estate owned (*please list*)  
NA \$ 0  
NA \$ 0  
NA \$ 0  
Value of vehicle(s) in working order  
(1) Yr/Make 2006 HONDA CR-V EX \$ 939  
(2) Yr/Make NA \$ 0  
(3) Yr/Make NA \$ 0  
Value of personal possessions (*i.e., jewelry, boat*)  
NO CLUE MAYBE \$1500 - LAPTOP \$ 1500  
MAYBE \$1000 OTHER ITEMS \$ 1000  
\$  
\$

### Debts / Outstanding balances owed

Home loan, if homeowner \$ 0  
Vehicle loan(s) \$ 0  
Credit card(s) \$ 863.69  
Student loan(s) \$ 0  
Medical \$ 1100+  
Other LAPTOP MTHLY AFFIRM \$ 185  
Other TOTAL AFFIRM BALANCE \$ 2863.77  
Other PLAT. LED RED LIGHTAFFIRM \$ 100.13  
Other Plan G Supplement Medicare \$ 187  
Other \$

### 7. TOTAL ASSETS

\$ 4131.17

### 8. TOTAL DEBTS

\$ 5299.59

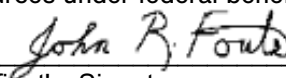
### 9. Additional comments:

John R. Fouts has an ABLE acct in MD - \$1566.22 JAF (minor child) has an ABLE acct in PA - \$2049.74. JRF has a Coinbase Cryptocurrency Acct Valued at \$6140.61 with unrealized gain of \$2611.60. JAF has a Coinbase CryptoCurrency Acct Valued at \$1116.51 with unrealized gain of \$459.94. JRF \$ in acct is all that is left of disability lumpsum

ABLE Accounts (for myself and my dependent): Legally protected savings accounts meant to assist disabled individuals, which are excluded from being counted as general financial resources under federal benefits regulations.

2025-02-19

Date

  
Affiant's Signature

Coinbase Accounts: While some holdings exist, they are not liquid cash and should not be considered discretionary funds, additionally, unrealized gains should not be classified as discretionary funds.

John R. Fouts

Affiant's Name (*print or type*)

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_

My Commission Expires: \_\_\_\_\_

Attesting Officer or Notary's Signature

AOC-026  
Rev. 10-22  
Page 3 of 3

Doc. Code: OFP  
or OFD

Commonwealth of Kentucky  
Court of Justice [www.kycourts.gov](http://www.kycourts.gov)  
KRS 453.190; CR 5.05(4)



**MOTION FOR WAIVER OF COSTS AND FEES AND  
TO PROCEED *IN FORMA PAUPERIS*; AFFIDAVIT;  
FINANCIAL STATEMENT; AND ORDER**

Case No. 25-C-001707

Court DISTRICT FAM/DIST. CIVIL

County Jefferson

Division DI

NEW CHESTNUT RIDGE APARTMENTS LLC

PLAINTIFF/PETITIONER

VS.

JOHN FOUTS ET. AL

DEFENDANT/RESPONDENT

**ORDER**

This case having come on the Court's docket on a motion for waiver of fees and costs associated with this action and to proceed *in forma pauperis* pursuant to KRS 453.190, and the Court having reviewed the foregoing Affidavit and Financial Statement, and being otherwise sufficiently advised, IT IS HEREBY ORDERED AND ADJUDGED that the Motion to Proceed *In Forma Pauperis* is:

☐ **GRANTED.** (Doc Code: OFP) Affiant is a poor person pursuant to KRS 453.190(2) as follows: (*Check one*)

☐ Affiant is unable to pay the costs and fees associated with this action without depriving himself or herself or his or her dependents of the necessities of life, including food, shelter, or clothing. OR

☐ Affiant's income is at or below 100% on the sliding scale of indigency established by the Kentucky Supreme Court.

**OR**

☐ **DENIED.** (Doc Code: OFD) Affiant is not a "poor person" pursuant to KRS 453.190(2). Affiant shall have thirty (30) days to pay any required fees or costs to appeal this decision. If Affiant fails to pay the required fees or costs, or fails to seek review, the matter shall be treated as though not timely filed. CR 5.05(4).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge's Signature

# CERTIFICATE OF SERVICE

---

I, **John R. Fouts**, hereby certify that if In Forma Pauperis (IFP) status is granted, the Court will serve copies of the following documents upon the necessary parties as required by law:

1. **Emergency Motion to Dismiss with Prejudice**
2. **Motion for ADA Accommodations**
3. **In Forma Pauperis Motion**

I respectfully request that service be handled by the Court upon granting of my **In Forma Pauperis** status, in accordance with applicable rules.

**Respectfully submitted,**

**John R. Fouts, MBA**

**Date:** John R. Fouts

**Defendant, Pro Se**

2904 Sitka Dr. L29

Louisville, KY 40299

Email: [Fouts.John@gmail.com](mailto:Fouts.John@gmail.com)

Phone: 502.956.0052 (Text Only – ADA Accommodations)

Fax: 502.996.8246

2025-02-07 John R. Fouts Chime Checking Account Balance

The screenshot displays the Chime mobile application interface. At the top, the navigation bar includes the Chime logo, 'Overview', 'Move Money', 'Cash Map', and the user's name 'John Fouts'. The main content area is divided into two sections: 'Accounts' and 'Recent Transactions'.

**Accounts Section:**

- Checking Account:** Balance of \$692.17. A green 'View' button is located to the right.
- Credit Builder:** Balance of \$0.00. A green button labeled 'Start building credit' is to the right.
- Savings Account:** Balance of \$0.00. A green button labeled 'Open Savings Account' is to the right.

**Recent Transactions Section:**

- A transaction from 'Dr Says Llc, 713' dated 'Feb 7 at 1:16 AM' for 'Health care' is shown with a balance of -\$9.00.
- Below it, a transaction from 'Sequencing.com' is partially visible with a balance of -\$39.00.

**Right-Side Promotional Cards:**

- Get paid when you say™:** Promotes early access to funds. Text: 'Life doesn't wait for payday and you shouldn't have to either.' Includes a 'Get started' link.
- File your taxes for free!:** Promotes early access to federal tax refunds. Text: 'Get your federal tax refund up to 6 days early with direct deposit.\*' Includes a 'Get started' link.

The bottom of the screen shows a standard Android home indicator bar with various app icons and a system clock showing 12:14 PM on 2025-02-07.

2025-02-07 Capital One Credit Card Debt Presently Owed \$863.69

The screenshot displays the Capital One myaccounts website interface. At the top, the browser address bar shows 'myaccounts.capitalone.com/accountSummary'. The Capital One logo is in the top left, and a 'Need help?' link with a user profile icon is in the top right. A promotional banner features an image of two people on a bicycle and the text: 'Oh, good news! We're offering you the chance to earn up to \$500 per year in referral bonuses. Refer now.'

The main content area is divided into three sections:

- Account Summary:** A dark blue card showing 'PLATINUM ...3887', 'MINIMUM PAYMENT MET', a current balance of '\$863<sup>69</sup>', and available credit of '\$2,136<sup>31</sup>'. It includes a 'Make a payment' button and a 'Get your Virtual Card' button. A note at the bottom mentions a '360 Checking reward: \$300 bonus, and no fees or minimums come standard. View details.'
- Recent Transactions:** A table with a 'View More' link. It lists five transactions: two payments of \$1,500.00 and \$750.00, two purchases from 'Vagaro\_\*Vivify Wellnes' for \$28.62 each, and a purchase from 'SCAIA' for \$50.00.
- Explore other products:** A light gray card with the text 'Explore all our products now to find an account that's right for you.' and an 'Open a new account' button.

The Windows taskbar at the bottom shows various application icons and the system clock indicating 12:39 PM on 2025-02-07.

Date	Description	Amount
Feb 04	CAPITAL ONE ONLINE PYMT...	-\$1,500.00
Feb 04	Vagaro_*Vivify Wellnes	\$28.62
Jan 28	Vagaro_*Vivify Wellnes	\$28.62
Jan 24	CAPITAL ONE ONLINE PYMT ...	-\$750.00
Jan 20	SCAIA	\$50.00



**Maryland ABLE**

John Fouts ●●●●●4617

## Total Balance

# \$1,566.22

[Activity](#)[Contributions](#)[Direct deposit](#)

## 2025 Contributions

**\$0.00**

Standard contribution limit is  
\$19,000

**\$0.00**

ABLE to Work contribution limit  
is up to \$15,060<sup>1</sup>

[Learn more about ABLE to Work >](#)

## Your Goal

Start working towards your  
**\$2,500.00** contribution goal.

[Edit goal](#)[Savings Boosters](#)

## Investments

2/7/25, 12:24 PM

MarylandABLE - Account Overview

**You have 3 investment options.**

Most of your money is  
invested in the ABLE  
Moderate investment option.

[View details](#)[Make an exchange](#)**2025 Gifts**

You've reached 0% of your \$17,000.00 gifting goal.

**\$0.00**[Manage](#)[View gifting page](#) **Sign Up For a Prepaid Card**



Transfer money directly from  
your account for online or in-  
store purchases all over the  
U.S.

[Learn more](#) [Sign up with True Link](#) 

Please note, your total balance does not include pending amounts.

Footnote 1: The beneficiary's actual ABLE to Work contribution limit may be less than \$15,060. Beneficiaries who earn less than \$15,060 may only contribute an amount equal to their current year gross income. [Return](#)



Please carefully read the [Maryland ABLE Program Disclosure](#)  and [Participation Agreement](#) , which describes the investment objectives, risks, expenses, and other important information that you should consider

before you invest in the Maryland ABLE program. The Maryland ABLE Program Disclosure Booklet is available online or by calling 1-855-563-2253. Also, if the beneficiary lives outside of Maryland, you should consider before investing whether the beneficiary's state offers state tax or other benefits for investing in its ABLE plan. Maryland ABLE accounts are not guaranteed by the State of Maryland, any state agency or subdivision thereof, or their authorized agents or affiliates. You could lose money by investing in a Maryland ABLE account. Consider investment objectives, risks, charges and expenses before investing.

This material belongs to the Maryland ABLE program (the Plan). Vestwell State Savings, LLC, provides plan management services to the Plan and has licensed certain intellectual property to the Plan. Vestwell has no role in the distribution of interests in the Plan or its investment options or in the effecting of transactions in Plan accounts.



Vestwell State Savings, LLC, is a wholly owned subsidiary of Vestwell Holdings Inc.



Welcome, Jack Fouts (910511132-01)

## Overview

[Make a contribution](#)[Manage recurring contributions](#)[View and invite savings with Ugift](#)[Rollover from another ABLE plan](#)[Make a withdrawal](#)[Manage systematic withdrawals](#)[Change investment options](#)[View profile and documents](#)

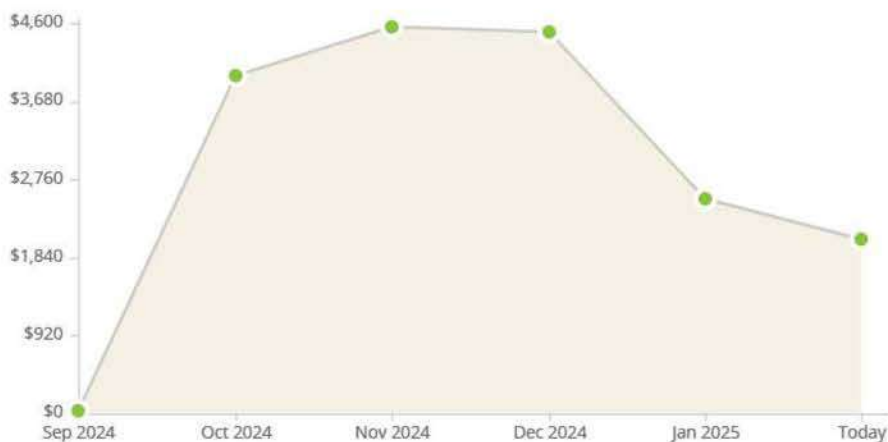
Balance: \$2,049.74

Sep 2024

To

Today

as of 02/06/2025



Note: The balance shown for each month is as of that month's last business day and is not adjusted in the event of subsequent transaction reversals.

Your annual contribution limit is: \$19,000.00

If you work and earn income, you may be eligible for an increased annual contribution limit. [Learn more about self-certifying.](#)

## Investments

[Make a Contribution](#)[Make a Withdrawal](#)

Current balance as of 02/06/2025

Fund	Units	Price	Current Value
Aggressive Option	19.8383	\$20.76	\$411.84
Moderately Aggressive Option	43.0635	\$19.05	\$820.36
Growth Option	35.2721	\$17.40	\$613.73
Total Fund Assets			\$2,049.74

Fund	Units	Price	Current Value
Moderate Option	12.8504	\$15.86	\$203.81
Total Fund Assets			\$2,049.74

Checking Account Number	Accrual	Yield rate	Balance
XXXXXX9658	\$0.00		\$0.00
Total Account Balance			\$2,049.74
Principal			\$2,088.89
Earnings			-\$43.18

Historical Balance as of

Date

mm/dd/yyyy



### Year-To-Date Contributions

Contribution Year	Total Amount
2024	\$4,992.50

### Transactions

Most Recent

▼

Download Transactions

Processed	Traded	Type	Units	Price	Value
02/05/2025	02/05/2025	Withdrawal to Account Owner Checking Account Option XXXXXX9658			-\$493.13
01/31/2025	01/31/2025	Interest from Checking Option Checking Account Option XXXXXX9658			\$0.02
01/21/2025	01/21/2025	Quarterly Account Fee Moderate Option	-0.0394	\$15.72	-\$0.62
01/21/2025	01/21/2025	Quarterly Account Fee Growth Option	-0.1085	\$17.24	-\$1.87
01/21/2025	01/21/2025	Quarterly Account Fee Moderately Aggressive Option	-0.1325	\$18.87	-\$2.50
01/21/2025	01/21/2025	Quarterly Account Fee Aggressive Option	-0.0608	\$20.55	-\$1.25
01/21/2025	01/21/2025	Withdrawal to Account Owner Checking Account Option XXXXXX9658			-\$2,000.00
01/21/2025	01/21/2025	Quarterly Account Fee Checking Account Option XXXXXX9658			-\$7.76



2/7/25, 12:22 PM

# 522

PAABLE

Processed	Traded	Type	Units	Price	Value
12/31/2024	12/31/2024	Interest from Checking Option Checking Account Option XXXXXX9658			\$0.02
11/29/2024	11/29/2024	Interest from Checking Option Checking Account Option XXXXXX9658			\$0.02
11/12/2024	11/11/2024	Contribution EBT Checking Account Option XXXXXX9658			\$500.00

For more information about PA ABLE (the "Member Plan"), call (855) 529-ABLE(2253), or visit [www.PAABLE.gov](http://www.PAABLE.gov) to obtain [Plan Disclosure Booklet](#), which include investment objectives, risks, charges, expenses, and other important information about the Member Plan. Please read and consider the Plan Disclosure Documents carefully before investing.

**Before investing in any ABLE program, you should consider whether your home state offers an ABLE program that provides its taxpayers with favorable state tax or other benefits that are only available through investment in the home state's ABLE program. You also should consult your financial, tax, or other adviser to learn more about how state-based benefits (or any limitations) would apply to your specific circumstances. You also may wish to directly contact your home state's ABLE program, or any other ABLE program, to learn more about those plans' features, benefits and limitations. Keep in mind that state-based benefits should be one of many appropriately weighted factors to be considered when making an investment decision.**

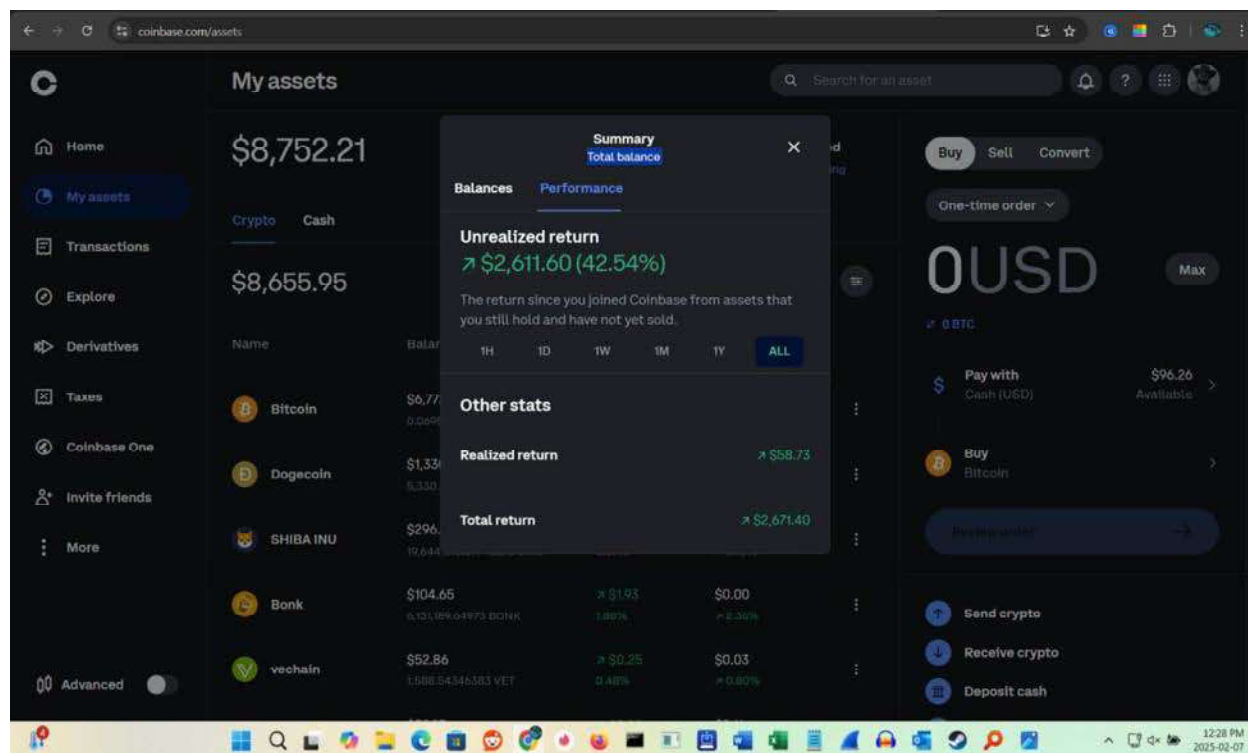
The Member Plan is sponsored by the state of Pennsylvania and administered by PA Treasury. The Member Plan is intended to be a qualified ABLE plan offered through the National ABLE Alliance. Ascensus College Savings Recordkeeping Services, LLC, the Program Manager, and its affiliates, have overall responsibility for the day-to-day operations, including investment advisory, recordkeeping and administrative services. The Member Plan's Investment Options are allocations to mutual funds, ETFs, banking products and/or other investments. Except for the Checking Option, investments in the Member Plan are not insured by the FDIC. Interests in the Member Plan are municipal securities and the value of your Account will vary with market conditions.

Investment returns will vary depending upon the performance of the Investment Options you choose. You could lose all or a portion of your money by investing in the Member Plan depending on market conditions. Account Owners assume all investment risks as well as responsibility for any federal and state tax consequences.

This material is provided for general and educational purposes only, and is not intended to provide legal, tax or investment advice, or for use to avoid penalties that may be imposed under federal or state tax laws. This material is not an offer to sell or a solicitation of an offer to buy any securities. Participation in the Member Plan does not guarantee that contributions and the investment return on contributions, if any, will be adequate to cover future expenses or that an account owner is eligible to participate in the Member Plan.

[Privacy Policy](#) | [Plan Disclosure Booklet](#) | [Security Policy](#) | [National ABLE Alliance](#)

CoinBase Account John R. Fouts – 2025-02-07 – Values Document

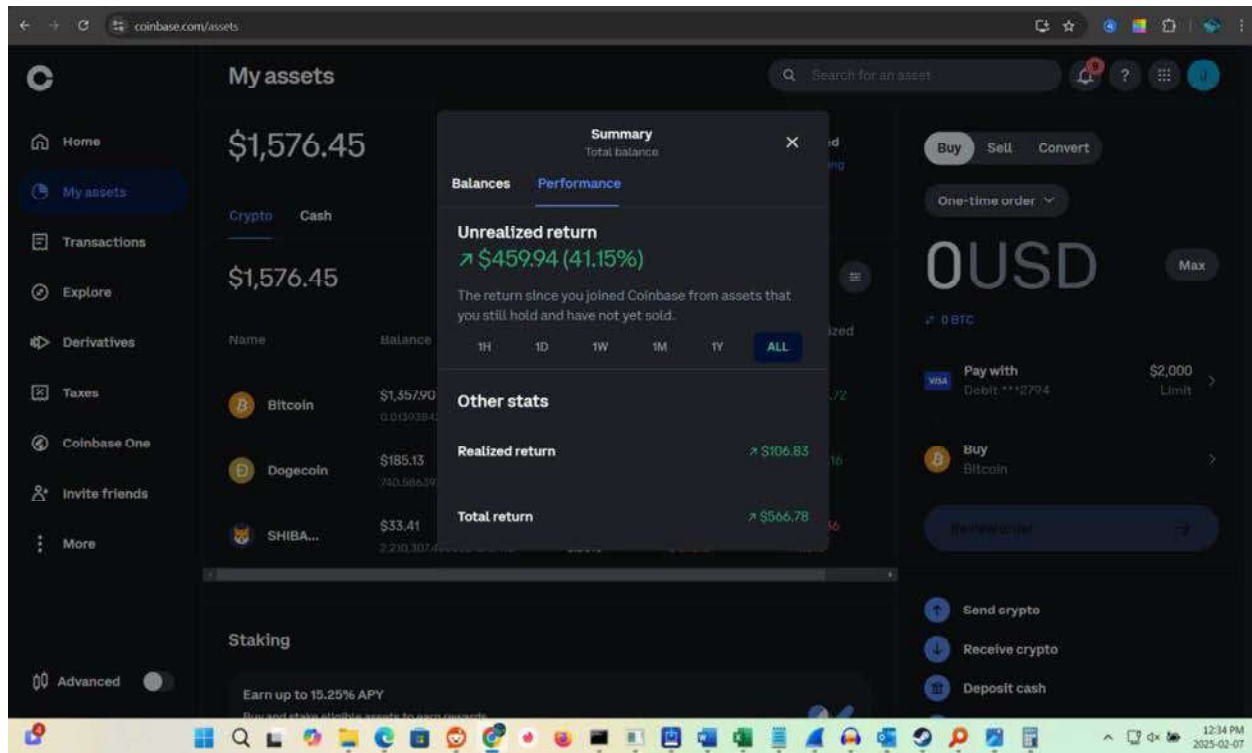


Unrealized Return = 2611.60

Current Value = 8752.21

Value less Unrealized Return = 8752.21 – 2611.60 = 6140.61

CoinBase Account John R. Fouts – Investing for Jaquelyn - 2025-02-07 – Values Document



Unrealized Return = 1576.45

Current Value = 459.94

Value less Unrealized Return =  $1576.45 - 459.94 = 1116.51$



**\*\* Expenses 2024 \*\* Updated 2024-08-31 \*\* To Reflect IRS Set Mileage Medical Reimbursement Rate Of \$0.21 Instead Of \$0.16 Per Mile In 2024 \*\*****\*\* Section 213 of the Internal Revenue Code - Further Detailed In - IRS Publication 502 - Established Through IRS Notice 2024-08 \*\***

The fact that no one told me about medical expenses in the beginning nor continues to properly calculate them nor account for them in the SNAP calculations, and Medicaid has not provided reimbursement for known, acknowledged, medically necessary expenses I have had to pay out of pocket, speaks volumes of how little my case matters, and how little my life and health, and my child's life and health matters to those agencies, entities, individuals, and government public benefits offices involved. John R. Fouts, MBA

**\*\* Sheet Last Updated: 2024-12-11 With Charges/Expenses Through 2024-12-11 \*\***

Description	Date	Cost	Type	Miles	Description Detail	EXPENSE NOTES
Bandaid Tough Strips 60 ct.	2024-01-04	\$8.48	Supplies	0	Band-Aids (slow healing wounds)	EXPENSE
Band-aids 100 ct. different size (waterproof) No Doctor Mandate Or Letter Of Medically Necessity Is Required For This	2024-01-04	\$8.99	Supplies	0	Band-Aids (slow healing wounds)	EXPENSE
Sildenafil RX - Not covered by insurance (RX)	2024-01-05	\$43.12	RX	0	RX	EXPENSE
VSP Standalone	2024-01-05	\$22.13	Medical	0	VSP Standalone	EXPENSE
MileIQ Annual Subscription to help provide further evidence of trips taken for medical purposes for reimbursement in terms of calculation of SNAP/ESAP and medical expense deductions.	2024-01-05	\$95.39	Medical	0	MileIQ Annual Subscription to help provide further evidence of trips taken for medical purposes for reimbursement in terms of calculation of SNAP/ESAP and medical expense	MEDICAL / LEGAL EXPENSE
UL ENT Dr. Shutt Initial Appt. - 401 E. Chestnut roundtrip	2024-01-10	\$8.53	Mileage	40.6	UL Physicians - 401 E. Chestnut From Shep	EXPENSE
ALUMNI LIFE INSURANCE PD QUARTERLY	2024-01-11	\$43.00	Medical	0	The Alumni Insurance Program Life Insurance - for period 2025-01-15 - 2025-04-15.	EXPENSE
Cliganic Frankincense Essential Oil Boswellia	2024-01-14	\$8.99	Medical Recommendation/ Requirement	0	Medical Recommendation	EXPENSE
UL Vascular Surgery - Dr. Dwivedi - 401 E. Chestnut roundtrip	2024-01-17	\$8.53	Mileage	40.6	UL Physicians - 401 E. Chestnut From Shep	EXPENSE
EpiCeram - Sjogrens	2024-01-19	\$39.00	RX	0	RX-Epiceram-Receipts-Medical Dr. Brown - Assoc. in Derm. Billed To Card - Paid - 1/25/2024	EXPENSE
UL ENT Dr. Shutt Downtown - 401 E. Chestnut roundtrip	2024-01-23	\$8.53	Mileage	40.6	UL Physicians - 401 E. Chestnut From Shep	EXPENSE
UL Urgent Care Cedar Grove roundtrip from 184 Cedarview Shep.	2024-01-24	\$1.39	Mileage	6.6	UL Urgent Care	EXPENSE
Dr. Schillingford - Spine Surgeon While still living in Shep. Roundtrip (Shep to Dr. Schillingford roundtrip)	2024-01-29	\$7.69	Mileage	36.6	Associates in Dermatology RX Dr. Brown	EXPENSE

Dr. Strickley - Dermatology Jackie Drive Shep to school to derm to school to Shep. Mileage: Residence at 184 Cedarview Dr. Shepherdsville to Phoenix School of Discovery at 502 Wood Rd. to Norton Audobon Assoc. In Derm. back to Shepherdsville. Roundtrip	2024-01-30	\$10.96	Mileage	52.2	Medical Mileage	EXPENSE
UK Clinic visit Jan. 31 (my bday) - Shepherdsville to UK Clinic	2024-01-31	\$36.75	Mileage	175	Lexington UK Clinic	EXPENSE
184 Cedarview Dr. Shep. To 740 S. Limestone Lex. KY Lexington UK Parking Fee	2024-01-31	\$2.00	Parking Fees	0	Parking Fees	EXPENSE
Cu infusion at Norton Cancer Center Still Living at Mom and Dad's in Shep. 184 Cedarview Dr. Shep. To 676 S. Floyd St. Louisville and back roundtrip	2024-02-02	\$8.86	Mileage	42.2	Medical Mileage	EXPENSE
Liquid IV Multiplier to help hydrate re IVIG	2024-02-06	\$8.98	Medical Recommendatio n/ Requirement	0	Liquid Hydration for IVIG	EXPENSE
Dr. Lamborn - Pain Mgmt - Spine surgery trail doctor roundtrip Specialists In Pain Care	2024-02-09	\$11.80	Mileage	56.2	Medical Mileage	EXPENSE
Dr. Brown - Dermatology - Fern Creek Home to 9336 Cedar Center Way - Fern Creek Assoc. In Derm. And back roundtrip	2024-02-13	\$2.31	Mileage	11	Medical Mileage	EXPENSE
Refresh Omega 3 Eye Drops - Opthamology - 2 packs	2024-02-16	\$31.98	Medical Recommendatio n/ Requirement	0	Required - Sjogrens	EXPENSE
Valerian Tea - For Insomnia - Sleep Doctor and Rheumatology	2024-02-16	\$4.92	Medical Recommendatio n/ Requirement	0	Insomnia	EXPENSE
Labs at Norton Women and Childrens roundtrip	2024-02-17	\$1.89	Mileage	9	Medical Mileage	EXPENSE
Renter Insurance (falls into shelter expense)	2024-02-18	\$12.45	Insurance	0	Renters Insurance	EXPENSE
Nivea Skin - Dry Skin - Lotion Sjogrens - Dermatology	2024-02-19	\$10.89	Medical Recommendatio n/ Requirement	0	Sjogren's Disease	EXPENSE
EpiCeram - Sjogrens	2024-02-21	\$49.00	RX	0	RX-Epiceram-Receipts-Medical Dr. Brown - Assoc. in Derm. Billed To Card - Paid - 2/21/2024	EXPENSE
ReliOn Blood Glucose Monitor - Not Covered	2024-02-23	\$19.98	RX	0	Blood Glucose Monitor	EXPENSE
Band-aids 60 count antibacterial fabric strips	2024-02-23	\$4.97	Supplies	0	Slow healing wounds	EXPENSE
Band-aids all one size 60 count adhesive bandages	2024-02-23	\$8.48	Supplies	0	Slow healing wounds	EXPENSE
Labs at Norton Women and Childrens roundtrip	2024-02-26	\$1.89	Mileage	9	Medical Mileage	EXPENSE

Dr. Schillingford - Spine Surgeon roundtrip 1623 S. Preston roundtrip	2024-02-27	\$6.51	Mileage	31	Medical Mileage	EXPENSE
Labs at Norton Women and Childrens roundtrip	2024-02-27	\$1.89	Mileage	9	Medical Mileage	EXPENSE
Dr. Allen PCP Visit Mt. Wash - Norton Comm. Med. Assoc. Home to Mt. Washington Norton Comm. Med. Assoc. and back roundtrip	2024-03-01	\$5.17	Mileage	24.6	Medical Mileage	EXPENSE
Sequencing.Com Ongoing Critical Genetic Whole Genome Sequencing Monitoring For New Discoveries of Pathological Findings	2024-03-01	\$39.00	Medical	0	Whole Genome Sequencing Ongoing Monthly Report Monitoring for New Pathological Variants Pertaining To Whole Genome including updates on TNFRSF13B Deficiency (Condition Not Yet	EXPENSE
Renter Insurance (falls into shelter expense)	2024-03-02	\$10.25	Insurance	0	Renters Insurance	EXPENSE
Norton MH - MRI roundtrip home-200 E. Chestnut roundtrip	2024-03-04	\$5.67	Mileage	27	Norton Main Hospital	EXPENSE
MRI - Norton Diagnostic Dixie roundtrip	2024-03-05	\$7.18	Mileage	34.2	Norton Dixie Highway	EXPENSE
Dr. Glisson Appt - Hematology/Oncology at Norton Cancer Center Home to 676 S. Floyd St. Louisville, KY and back roundtrip	2024-03-07	\$5.71	Mileage	27.2	Copper Infusion	EXPENSE
Lexington - UK Clinic - Fat Pad Biopsy - 740 S. Limestone Lex. KY roundtrip	2024-03-12	\$29.06	Mileage	138. 4	Lexington UK Clinic	EXPENSE
MRI - South KYCS MRI roundtrip	2024-03-12	\$2.31	Mileage	11	Norton MRI South Fern Creek	EXPENSE
Dr. Lady - Pain Mgmt - Home to St. Mary and Elizabeth Hospital back home again roundtrip	2024-03-14	\$6.85	Mileage	32.6	Medical Mileage	EXPENSE
Bennett and Bloom Eye Centers Dr. Mueller Leesgate Summit roundtrip 9200 Leesgate Road Louisville - Home roundtrip	2024-03-15	\$1.68	Mileage	8	Bennett and Bloom	EXPENSE
Cliganic Frankincense Essential Oil Boswellia	2024-03-18	\$8.99	Medical Recommendation/ Requirement	0	Medical Recommendation	EXPENSE
Hepa Air Filtration Filters for 2 Med-Air-25 Air Filters	2024-03-19	\$37.99	Supplies	0	Air Filters for Lung Issues	EXPENSE
Printer Paper - Medical Records	2024-03-19	\$31.99	Supplies	0	Printer Paper for Med. Records	EXPENSE
Replacement phone charger	2024-03-19	\$8.91	Supplies	0	Phone Charger Since Mine Broke	EXPENSE
Cu infusion at Norton Cancer Center Home to 676 S. Floyd St. Louisville and back roundtrip	2024-03-25	\$5.71	Mileage	27.2	Medical Mileage	EXPENSE
Dr. Brown - Dermatology - Fern Creek Home to 9336 Cedar Center Way - Fern Creek Assoc. In Derm. And back roundtrip	2024-03-27	\$2.31	Mileage	11	Medical Mileage	EXPENSE
Sildenafil RX - Not covered by insurance (RX)	2024-03-29	\$48.99	RX	0	RX	EXPENSE

Federal Law Violations

<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter>

-C/part-273/subpart-D/section-273.9

Medical Expense Deductions

John R. Fouts, MBA

Previously Submitted Repeatedly

DCBS Federal Law Violations

Renter Insurance (falls into shelter expense)	2024-04-01	\$12.90	Insurance	0	Renters Insurance	EXPENSE
UL Parking Fee	2024-04-01	\$2.00	Parking Fees	0	UL Parking FEE	EXPENSE
Dr. Sibai Endocrinology Appt - 401 E. Chestnut Home to 401 E. Chestnut back home to Jtown roundtrip	2024-04-01	\$5.75	Mileage	27.4	Medical Mileage	EXPENSE
Lab Test Ulta Labs	2024-04-03	\$30.51	Medical	0	G6PD Deficiency Test	EXPENSE
Quest Diagnostics Round Trip to Home and Back	2024-04-03	\$3.23	Mileage	15.4	Mileage for Medical	EXPENSE
Dr. Scholl's Clear Away 24 Discs	2024-04-03	\$9.32	Medical Recommendation/Requirement	0	Medical Recommendation	EXPENSE
Wart Remover Plantar Warts	2024-04-03	\$9.46	Medical Recommendation/Requirement	0	Wart Remover - Dermatology	EXPENSE
Rent Station Jtown - Louisville - Apartment L29 and Common Fees - Rent Café - Shelter Expense	2024-04-04	\$348.46	Rent/Shelter	0	Rent - RentCafe   Station Jtown - Paid - Shelter Expense	EXPENSE
Labs at Norton Women and Childrens roundtrip	2024-04-05	\$1.89	Mileage	9	Medical Mileage	EXPENSE
Ink for Printer	2024-04-08	\$19.99	Supplies	0	Printer Ink	EXPENSE
Polident 120 Ct. Retainer Cleaner / Denture Cleaner	2024-04-09	\$6.83	Supplies	0	Invisible Aligner Cleaner - Required	EXPENSE
Printer Ink Refill (for printing medical paperwork)	2024-04-09	\$19.99	Utility/Service	0	Medical Records (all)	EXPENSE
Alumni Life Insurance	2024-04-09	\$43.00	Insurance	0	Life Insurance	EXPENSE
Wart Remover Strips	2024-04-11	\$9.46	Medical Recommendation/Requirement	0	Medical Recommendation	EXPENSE
Lexington - UK Clinic Neurology - 740 S. Limestone Lex. KY roundtrip	2024-04-12	\$29.06	Mileage	138.4	Lexington UK Clinic	EXPENSE
Lexington - UK Clinic Lab Visit - 740 S. Limestone Lex. KY roundtrip	2024-04-15	\$29.06	Mileage	138.4	Lexington UK Clinic	EXPENSE
Compression stockings - I had to buy since Medicaid Waiver was taking Over 1/3 year to approve ANYTHING in terms of goods medically required.	2024-04-16	\$48.00	RX	0	Chronic Venous Insufficiency	EXPENSE
Benagene Oxaloacetate Trial - Fatigue	2024-04-18	\$51.94	Medical Recommendation/Requirement	0	Treatment for Fatigue (CFS)	EXPENSE
First Urology Labs - Dixie Hwy 5120 S. Dixie Hwy roundtrip - PSA	2024-04-23	\$7.69	Mileage	36.6	Medical Mileage	EXPENSE
First Urology Labs - Dixie Hwy 5120 S. Dixie Hwy roundtrip	2024-04-24	\$7.69	Mileage	36.6	Medical Mileage	EXPENSE

Sequencing.Com Ongoing Critical Genetic Whole Genome Sequencing Monitoring For New Discoveries of Pathological Findings	2024-04-28	\$39.00	Medical	0	Whole Genome Sequencing Ongoing Monthly Report Monitoring for New Pathological Variants Pertaining To Whole Genome including updates on TNFRSF13B Deficiency (Condition Not Yet	EXPENSE
Cat Pad Refills ESA Animal Supplies	2024-05-01	\$23.59	Medical Recommendation/Requirement	0	Medical	EXPENSE
Periodontist Visit Dr. Lowy	2024-05-01	\$47.00	Medical Fee	0	Medicaid did not cover the visit	EXPENSE
UK Clinic visit May 2. - 740 S. Limestone Lex. KY roundtrip	2024-05-02	\$29.06	Mileage	138.4	Medical Mileage	EXPENSE
EpiCeram - Sjogrens	2024-05-03	\$49.00	RX	0	RX-Epiceram-Receipts-Medical Dr. Brown - Assoc. in Derm. Billed To Card - Paid - 5/10/2024	EXPENSE
First Urology Dr. Kartha Appt. 5120 S. Dixie Hwy roundtrip	2024-05-07	\$7.69	Mileage	36.6	Lexington UK Clinic	EXPENSE
Richmond - Dr. Knuckles - Dermatology roundtrip	2024-05-07	\$38.93	Mileage	185.4	Richmond	EXPENSE
Home to 519 Hampton Way Richmond, KY Dr. Strickley - Jackie - Assoc. in Derm. 2904 Sitka Dr. L29 Jtown to Phoenix School of Discovery at 502 Wood Rd. to Audobon Hospital Assoc. In Derm. back to Jtown. Roundtrip	2024-05-08	\$5.71	Mileage	27.2	Medical Mileage	EXPENSE
Jtown Coin Laundry - Laundry Service - Since waiver program is not able to provide an attendant despite my continous involvement with state endorsed agencies in over 9 months	2024-05-09	\$79.50	Utility/Service	0	Jtown Coin Laundry - Laundry Service - Since waiver program is not able to provide an attendant despite my continous involvement with state endorsed agencies.	EXPENSE
Mt. Wash PCP Appt roundtrip roundtrip	2024-05-14	\$5.17	Mileage	24.6	Medical Mileage	EXPENSE
First Urology CT Scan Pelvis/Bladder 5120 S. Dixie Hwy. roundtrip	2024-05-15	\$7.69	Mileage	36.6	Medical Mileage	EXPENSE
Cu infusion at Norton Cancer Center Home to 676 S. Floyd St. Louisville and back roundtrip	2024-05-16	\$5.71	Mileage	27.2	Copper Infusion	EXPENSE
Pataday - with Coupon via Walmart - Usually Higher - Opthamology See picture of my eyes without this....	2024-05-16	\$21.96	RX	0	RX	EXPENSE
Compound W Wart Removal Bandaids	2024-05-17	\$9.46	Medical Recommendation/Requirement	0	Medical	EXPENSE
Renter Insurance (falls into shelter expense)	2024-05-18	\$12.90	Insurance	0	Renters Insurance	EXPENSE
Crizal Cloths for Glasses Cleaning	2024-05-19	\$18.69	Supplies	0	For better vision (Sjogrens)	EXPENSE

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-C/part-273/subpart-D/section-273.9

Medical Expense Deductions

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DCBS Federal Law Violations

Ultrasonic Glasses Cleaner	2024-05-19	\$14.99	Supplies	0	For better vision (Sjogrens)	EXPENSE
LGE (Shelter Utility Expense)	2024-05-20	\$164.21	Utility/Service	0	Gas and Electric - Paid Online 5-	EXPENSE
LGE (Shelter Utility Expense)	2024-05-22	\$194.14	Utility/Service	0	Gas and Electric - Paid Online 5-	EXPENSE
Nutricost Glycine Powder 1 lb	2024-05-22	\$21.95	Medical Recommendatio n/ Requirement	0	Medical	EXPENSE
Methylene Blue - Mitochondrial Dysfunction Treatment	2024-05-22	\$31.95	Medical Recommendatio n/ Requirement	0	Treatment for Mitochondrial Dysfunction - Rheumatology	EXPENSE
First Urology-Labs-Dupont-Square roundtrip	2024-05-22	\$ -	Mileage	--	Too sick to make appt. - Too dizzy too fatigued.	EXPENSE
Louisville - Dr. Pendleton for Jackie Trip to school, doctor, home. Roundtrip Home- to- 1603 Stevens Ave. Roudntrip	2024-05-23	\$4.28	Mileage	20.4	Jackie - PCP - Appt	EXPENSE
Hepa Air Filtration Filters for 2 Med-Air-25 Air Filters	2024-05-27	\$40.27	Supplies	0	Air Filters for Lung Issues	EXPENSE
Clradex Eyelid Wipes/Scrubs -- On Sale 33% off today - not covered	2024-05-27	\$21.19	Medical Recommendatio n/ Requirement	0	Eyelid Scrubs (Eye Issues Sjogrens)	EXPENSE
Noveha Eyelid Scrubs Required Medically for Eye Disease Issues	2024-05-27	\$19.99	Medical Recommendatio n/ Requirement	0	Required for eye disease	EXPENSE
Air filters for clean air indoor quality	2024-05-27	\$37.99	Supplies	0	Needed for asthma and allergy issues for me and for my child	EXPENSE
Epson WF-3860 Workforce Printer for Printing Medical Records/Forms	2024-05-27	\$117.65	Supplies	0	Printer Paper for Med. Records	EXPENSE
Polident 120 Ct. Retainer Cleaner / Denture Cleaner	2024-05-27	\$12.88	Supplies	0	Invisible Aligner Cleaner - Required	EXPENSE
Faxage (Jan, Feb, Mar, Apr, May) - e-fax service for medical records	2024-05-27	\$39.75	Utility/Service	0	5 months at \$7.95 / month	EXPENSE
Dr. David Tate Appt. 2024-05-28 -- Dutchman's Lane Home to Norton Women & Children's Hospital back home roundtrip	2024-05-28	\$1.93	Mileage	9.2	Medical Mileage	EXPENSE
Pataday -- see my eyes without this (picture)	2024-05-28	\$32.96	RX	0	RX	EXPENSE
Sequencing.Com Ongoing Critical Genetic Whole Genome Sequencing Monitoring For New Discoveries of Pathological Findings	2024-05-28	\$39.00	Medical	0	Whole Genome Sequencing Ongoing Monthly Report Monitoring for New Pathological Variants Pertaining To Whole Genome including updates on TNFRSF13B Deficiency (Condition Not Yet	EXPENSE

Rent Station Jtown - Louisville - Apartment L29 and Common Fees - Rent Café	2024-05-28	(\$3.98)	Rent/Shelter	0	Rent - RentCafe   Station Jtown - Paid - Shelter Expense - 2nd Charge Due and Paid.	EXPENSE
Sildenafil RX - Not covered by insurance (RX)	2024-05-29	\$48.99	RX	0	RX	EXPENSE
First Urology CT Scan Pelvis/Bladder Dr. Kartha Cystoscopy 444 1st St. Louisville Surgical Center roundtrip	2024-05-30	\$5.50	Mileage	26.2	Medical Mileage	EXPENSE
Earth Harmony Methylene Blue per Rheumatology UK Clinic	2024-05-30	\$31.95	Medical Recommendation/Requirement	0	Medical Recommendation	EXPENSE
EpiCeram - Sjogrens	2024-05-31	\$49.00	RX	0	RX-Epiceram-Receipts-Medical Dr. Brown - Assoc. in Derm. Billed To Card - Paid - 5/31/2024	EXPENSE
Sequencing.Com Ongoing Critical Genetic Whole Genome Sequencing Monitoring For New Discoveries of Pathological Findings	2024-05-31	\$39.00	Medical	0	Whole Genome Sequencing Ongoing Monthly Report Monitoring for New Pathological Variants Pertaining To Whole Genome including updates on TNFRSF13B Deficiency (Condition Not Yet	EXPENSE
Sequencing.Com Ongoing Critical Genetic Whole Genome Sequencing Monitoring For New Discoveries of Pathological Findings	2024-05-31	(\$39.00)	Medical	0	REFUND - Whole Genome Sequencing Ongoing Monthly Report Monitoring for New Pathological Variants Pertaining To Whole Genome including updates on TNFRSF13B Deficiency (Condition Not Yet Named By Scientists) per	EXPENSE REVERSAL
Faxage June	2024-06-01	\$7.95	Utility/Service	0	Faxage fax service fee (medical related)	EXPENSE
Jtown Coin Laundry - Laundry Service - Since waiver program is not able to provide an attendant despite my continous involvement with state endorsed agencies in over 9 months	2024-06-04	\$67.57	Utility/Service	0	Jtown Coin Laundry - Laundry Service - Since waiver program is not able to provide an attendant despite my continous involvement with state endorsed agencies.	EXPENSE
Equate Mouthwash	2024-06-06	\$6.96	Medical Recommendation/Requirement	0	Required for oral care	EXPENSE
BioPharm Methylene Blue Twin Pack	2024-06-07	\$48.60	Medical Recommendation/Requirement	0	Using this per Rheumatologist at UK	EXPENSE
Eye Mask - 3d side sleeper (for when other is dirty) reqd - Sjogrens	2024-06-07	\$9.59	Medical Recommendation/Requirement	0	Required - Sjogrens	EXPENSE



Eye mask - required to help with sleep - Sjogren's Disease	2024-06-07	\$9.59	Medical Recommendation/Requirement	0	Required - Sjogrens	EXPENSE
Printer cartridges needed for printing medical documentation	2024-06-07	\$33.99	Utility/Service	0	Ink for medical documentation/printing records	EXPENSE
LGE (Shelter Utility Expense)	2024-06-07	\$152.65	Utility/Service	0	Gas and Electric - Paid Online 6-5	EXPENSE
Renter Insurance (falls into shelter expense)	2024-06-10	\$12.90	Insurance	0	Renters Insurance	EXPENSE
Shepherdsville - Pharmacy - From Jtown and back157. S. Buckman, Sheph	2024-06-10	\$9.95	Mileage	47.4	Shepherdsville CVS	EXPENSE
Rent Station Jtown - Louisville - Apartment L29 and Common Fees - Rent Café	2024-06-10	\$223.37	Rent/Shelter	0	Rent - RentCafe   Station Jtown - Paid - Shelter Expense	EXPENSE
Trip to Lexington UK Clinic - Headache Clinic - 740 S. Limestone Lex. KY	2024-06-11	\$29.06	Mileage	138.4	Lexington UK Clinic	EXPENSE
Any Lab Test Now Fees for blood draw	2024-06-12	\$40.00	Medical Fee	0	For Dr. Vaughn lab draw	EXPENSE
Trip to Middletown Any Lab Test Now to have blood drawn roundtrip	2024-06-12	\$3.57	Mileage	17	Medical Mileage	EXPENSE
UPS Overnight per lab instruction for microclot testing ordered	2024-06-12	\$69.83	Medical Fee	0	Dr. Vaughn requires overnight blood delivery	EXPENSE
Vision First - Eye Exam Jackie	2024-06-14	\$15.00	Insurance	0	Eye Exam	EXPENSE
Trip to Jackie to see VisionFirst at Taylor Hurst (roundtrip)2110 S. Hurstbor	2024-06-14	\$0.67	Mileage	3.2	Jackie - Trip To Vision Appt	EXPENSE
Norton Downtown MRI Orbit and MR-V roundtrip	2024-06-21	\$5.46	Mileage	26	Trip to Norton downtown 200 E. Broadway roundtrip	EXPENSE
Shepherdsville - Pharmacy - From Jtown and back157. S. Buckman, Sheph	2024-06-22	\$9.95	Mileage	47.4	Shepherdsville CVS	EXPENSE
Kumar Eye Institute appt. home-Hazelwood Ave (roundtrip)Home to 4940	2024-06-24	\$7.06	Mileage	33.6	Medical Mileage	EXPENSE
Sleep Mask * 2 Photophobia / Light sensitivity / Sjogrens	2024-06-24	\$19.18	Medical Recommendation/Requirement	0	Medical	EXPENSE
Trip to Jtown Pharmacy CVS at 9575 Taylorsville Rd. (home-cvs-home)	2024-06-25	\$0.21	Mileage	1	Jeffersontown CVS	EXPENSE
Trip to UK Clinic -- Good Samaritan Hospital for Abdominal Scan740 S. Lim	2024-06-25	\$29.06	Mileage	138.4	Lexington UK Clinic	EXPENSE
Compound W Wart Removal Band aids	2024-06-26	\$11.49	Medical Recommendation/Requirement	0	Wart Remover - Dermatology	EXPENSE
BiopPharm Methylene Blue using for myalgic encephalomyelitis per rheum	2024-06-26	\$54.00	Supplement	0	BiopPharm Methylene Blue using for myalgic encephalomyelitis per	EXPENSE
Dr. Strickely Jackie dermatology appt - Norton Audobon2904 Sitka Dr. L29	2024-06-26	\$5.71	Mileage	27.2	Dermatology follow up for Jackie	EXPENSE
EpiCeram - Sjogrens	2024-06-26	\$49.00	RX	0	RX-Epiceram-Receipts-Medical Dr. Brown - Assoc. in Derm. Billed To Card - Paid - 7/6/2024	EXPENSE



U of L Physicians Eye Specialists Appt - LyonsEyeCtr (Roundtrip)	2024-06-27	\$5.71	Mileage	27.2	Eye specialists appt. - KY Lyons Eye Center Downtown	EXPENSE
U of L Physicians Eye Specialists Parking Fee	2024-06-27	\$4.00	Parking Fees	0	Parking Fees	EXPENSE
Renter Insurance (falls into shelter expense)	2024-06-27	\$12.90	Insurance	0	Renters Insurance	EXPENSE
Jtown Coin Laundry - Laundry Service - Since waiver program is not able to provide an attendant despite my continous involvement with state endorsed agencies in over 9 months	2024-06-29	\$49.29	Utility/Service	0	Jtown Coin Laundry - Laundry Service - Since waiver program is not able to provide an attendant despite my continous involvement with state endorsed agencies. For some reason this was not billed until 8/23/2024	EXPENSE
Email fax service monthly fee for medical records and health info	2024-07-01	\$7.95	Utility/Service	0	Email fax service monthly fee for medical records and health info	EXPENSE
VSP Standalone	2024-07-01	\$154.91	7 months at \$22.13 (see VSP-Standalone tab)	0	VSP Standalone	EXPENSE
Rent Station Jtown - Louisville - Apartment L29 and Common Fees - Rent Café - Shelter Expense	2024-07-01	\$86.00	Rent/Shelter	0	Rent - RentCafe   Station Jtown - Paid - Shelter Expense	EXPENSE
Faxage July	2024-07-01	\$7.95	Utility/Service	0	Faxage fax service fee (medical related)	EXPENSE
Mileage medical cost Lexington UK Clinic - 740 S. Limestone Lex. KY	2024-07-02	\$29.06	Mileage	138.4	Lexington UK Clinic Not a dujplicate - different date	EXPENSE
LGE (Shelter Utility Expense)	2024-07-02	\$176.04	Utility/Service	0	Gas and Electric - Paid Online 6-	EXPENSE
Shelter Expense (Common Area [Apartment Term] Utility Cost Share)Vida	2024-07-02	\$125.75	Rent/Shelter	0	Rent/Shelter	EXPENSE
Rent Station Jtown - Louisville - Apartment L29 and Common Fees - Rent Café	2024-07-02	\$125.75	Rent/Shelter	0	Rent - RentCafe   Station Jtown - Paid - Shelter Expense - 2nd Charge Due and Paid.	EXPENSE
Mileage medical cost Lexington UK Clinic - 740 S. Limestone Lex. KY	2024-07-05	\$29.06	Mileage	138.4	Lexington UK Clinic Not a dujplicate - different date	EXPENSE
Car in shop for ac repair and had to take Lyft ride to get back from Copper infusion to home from Norton Cancer Center downtown	2024-07-08	\$18.99	Transportation Fee	0	Car in shop for ac repair and had to take Lyft ride to get back from Copper infusion to home from Norton Cancer Center downtown. Medical non-emergency transportation denied by Medicaid and Medicaid Waiver and CHFS	EXPENSE

Car in shop for repair and had to take Lyft ride to get to Copper infusion from home to Norton Cancer Center downtown	2024-07-08	\$23.73	Transportation Fee	0	Car in shop for ac repair and had to take Lyft ride to get back from Copper infusion to home from Norton Cancer Center downtown. Medical non-emergency transportation denied by Medicaid and Medicaid Waiver and CHFS	EXPENSE
Alumni Life Insurance	2024-07-08	\$43.00	Insurance	0	Life Insurance	EXPENSE
Trip to Shepherdsville CVS pharmacy to get medicine and back 157. S. Buckman, Shepherdsville, KY 40165 roundtrip	2024-07-09	\$9.95	Mileage	47.4	Shepherdsville CVS	EXPENSE
Partial cost of COVID microclot treatment fee	2024-07-11	\$515.24	Medical Fee	0	Cost I am able to put toward treatment of micro clots related to long covid treatment.	EXPENSE
Mileage to Norton Neuroscience Institute. Due to an elevator malfunction, I was not able to get checked in within their grace period and they said I would need to reschedule. Roundtrip	2024-07-11	\$6.47	Mileage	30.8	Norton Neurosciences Institute	EXPENSE
Compression boots per Dr. Vaughn who is treating the microclots I have in circulation that are causing issues.	2024-07-14	\$123.80	RX	0	Compression boots per Dr. Vaughn who is treating the microclots I have in circulation that are causing issues.	EXPENSE
VSP Plan supplemental	2024-07-15	\$22.13	Insurance	0	VSP Plan supplemental	EXPENSE
Shepherdsville - Pharmacy - From Jtown and back 157. S. Buckman, Shepherdsville, KY 40165 roundtrip	2024-07-18	\$9.95	Mileage	47.4	Shepherdsville CVS	EXPENSE
Dr. Vaughn - treating microclots in my circulation This cost is related to part of treatment. FullScript - Dr. Vaughn - 2024-07-18	2024-07-18	\$140.15	RX	0	Dr. Vaughn - treating microclots in my circulation This cost is related to part of treatment. FullScript - Dr. Vaughn - 2024-07-18	EXPENSE
Sildenafil RX - Not covered by insurance (RX)	2024-07-18	\$49.08	RX	0	RX Paid Out Of Pocket First Urology	EXPENSE
Mileage medical cost Lexington UK Clinic - 740 S. Limestone Lex. KY	2024-07-19	\$29.06	Mileage	138.4	Lexington UK Clinic - Jackie Vaccine - Immunology	EXPENSE
LGE (Shelter Utility Expense)	2024-07-21	\$26.01	Utility/Service	0	Gas and Electric - Paid Online 7-	EXPENSE
Hepa Air Filtration Filters for 2 Med-Air-25 Air Filters	2024-07-21	\$35.99	Medical Recommendation/Requirement	0	Medical Recommendation	EXPENSE
Home-QuestDx-KumarEyeInstituteonPoplarLevel-Home Roundtrip	2024-07-22	\$5.17	Mileage	24.6	Quest Diagnostics and Eye Appt at Kumar on Poplar	EXPENSE

Pharmacy - Shepherdsville Most rx still there after moving to Jtown - at least 2 trips per month So 10 trips listed here roundtrip - See CVS Summary Included For Verification (More than 10 trips but will just call it 10)....	2024-07-23	\$9.95	Mileage	47.4	Shepherdsville CVS	EXPENSE
Home to Quest Diagnostics at 1169 E. Parkway and back (roundtrip)	2024-07-23	\$5.38	Mileage	25.6	Medical Milage	EXPENSE
Home-Dr. Duff Nephrology-Quest at Springs-Home	2024-07-24	\$2.12	Mileage	10.1	Medical Milage	EXPENSE
Home-Kumar-Eye-Institute-Poplar-Level-Location-Home	2024-07-24	\$5.17	Mileage	24.6	Medical Milage	EXPENSE
Jtown Coin Laundry - Laundry Service - Since waiver program is not able to provide an attendant despite my continous involvement with state endorsed agencies in over 9 months	2024-07-24	\$55.65	Laundry	0	Jtown Coin Laundry - Laundry Service - Since waiver program is not able to provide an attendant despite my continous involvement with state endorsed agencies in over 9 months - For some reason this was not billed until 8/23/2024. Waiver should also cover this as they have not been able to provide any help for almost a full year.	EXPENSE
Home to Louisville Compounding Pharmacy roundtrip	2024-07-25	\$2.02	Mileage	9.6	Medical	EXPENSE
Cost of Ketotifen at Louisville Compounding Pharmacy	2024-07-25	\$59.00	RX	0	Rx by Dr. Vaughn - Long Covid	EXPENSE
Home to Jtown CVS and back roudntrip	2024-07-26	\$0.21	Mileage	1	Medical Milage	EXPENSE
Home to Sheperdsville CVS and back	2024-07-26	\$9.95	Mileage	47.4	Medical Milage	EXPENSE
EpiCeram - Sjogrens	2024-07-27	\$49.00	RX	0	RX-Epiceram-Receipts-Medical Dr. Brown - Assoc. in Derm. Billed To Card - Paid - 8/2/2024	EXPENSE
90 days of levoceterizine 5mg -- required to treat microclots RX by Dr. Vaughn for Long Covid	2024-07-31	\$23.60	RX	0	Microclots treatment	EXPENSE
Methylene Blue - Mitochondrial Dysfunction Treatment	2024-07-31	\$45.79	Medical	0	Medical	EXPENSE
Fax service - monthly fee for service for medical record exchanges	2024-07-31	\$7.95	Utility/Service	0	Fax Service for Medical	EXPENSE
Protein Powder as recommended by Dr. Vaughn for microclots From Long Covid	2024-07-31	\$13.99	Medical	0	Medical - See Receipt	EXPENSE
Oxygen Concentrator for Long Covid - Dr. Vaughn	2024-07-31	\$249.97	Medical	0	Medical	EXPENSE
21 Hydroxylase Lab - Quest	2024-08-01	\$31.90	Medical	0	Cost of test	EXPENSE

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-C/part-273/subpart-D/section-273.9

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Previously Submitted Repeatedly

DCBS Federal Law Violations

Faxage August	2024-08-01	\$7.95	Utility/Service	0	Faxage fax service fee (medical related)	EXPENSE
4 Point Cortisol Test 4 Panel Test	2024-08-02	\$39.99	Medical	0	Medical - See Receipt	EXPENSE
Rent Station Jtown - Louisville - Apartment L29 and Common Fees - Rent Café	2024-08-02	\$211.31	Rent/Shelter	0	Rent - RentCafe   Station Jtown - Paid - Shelter Expense	EXPENSE
Shepherdsville - Pharmacy - From Jtown and back 157. S. Buckman, Shepherdsville, KY 40165 roundtrip	2024-08-03	\$9.95	Mileage	47.38	To pick up 5 RX for John and 4 RX for Jackie	EXPENSE
Pentoxifylline out of pocket cost due to insurance non-coverage Treatment for Microclots from Long Covid - Dr. Vaughn (RX)	2024-08-03	\$18.19	RX	0	RX	EXPENSE
ActiBlue Methylene Blue Receipt - Rheumatology UK - Medical	2024-08-03	\$29.28	Medical	0	Medical - See Receipt	EXPENSE
Pycnogenol - FullScript - Dr. Vaughn - Long Covid - Refill	2024-08-04	\$75.51	RX	0	Medical - See Receipt	EXPENSE
VSP Standalone	2024-08-05	\$22.13	Insurance	0	VSP Standalone	EXPENSE
Dr. Zemba Office - Atlas Orthogonal Specific Chiropractic Roundtrip	2024-08-08	\$49.00	Medical	0	Medical	EXPENSE
Dr. Zemba Office - Atlas Orthogonal Specific Refund	2024-08-08	(\$49.00)	Medical	0	Medical	EXPENSE
Mileage to Louisville Spine and Wellness (Dr. Zemba) Roundtrip	2024-08-08	\$1.55	Mileage	7.4	Mileage for Medical	EXPENSE
Mileage to Louisville Spine and Wellness (Dr. Zemba) Roundtrip For 2nd appointment to review testing findings and treatment.	2024-08-09	\$1.55	Mileage	7.4	Mileage for Medical	EXPENSE
First Month (w/discount) of 3 months required for 2 package/ day deal For red light therapy and hyperbaric oxygen as part of Long Covid treatment by Dr. Vaughn	2024-08-14	\$255.20	Medical	0	Long Covid Treatment Expense Services provided by VyFy in Middletown vyfyky.com See VyKy tab for receipt.	EXPENSE
Mileage to Louisville Spine and Wellness then to VyKy for Red Light Therapy then home	2024-08-14	\$4.58	Mileage	21.8	Mileage for Medical	EXPENSE
Lou Spine and Wellness Mielage Roundtrip	2024-08-14	\$1.55	Mileage	7.4	Mileage for Medical	EXPENSE
Sequencing.Com Ongoing Critical Genetic Whole Genome Sequencing Monitoring For New Discoveries of Pathological Findings	2024-08-15	\$49.00	Medical	0	Whole Genome Sequencing Ongoing Monthly Report Monitoring for New Pathological Variants Pertaining To Whole Genome including updates on TNFRSF13B Deficiency (Condition Not Yet	EXPENSE
Mileage to Louisville Spine and Wellness then to VyKy for Red Light Therapy and Hyperbaric Oxygen then home	2024-08-16	\$4.58	Mileage	21.8	Mileage for Medical	EXPENSE

Federal Law Violations

<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter>

-C/part-273/subpart-D/section-273.9

Medical Expense Deductions

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DCBS Federal Law Violations

Mileage to Louisville Spine and Wellness then to VyKy for Red Light Therapy then home	2024-08-17	\$4.58	Mileage	21.8	Mileage for Medical	EXPENSE
Mileage to Louisville Spine and Wellness then to VyKy for Red Light Therapy then home	2024-08-17	\$2.06	Mileage	9.8	Mileage for Medical	EXPENSE
Pycnogenol, Venous Support, Probiotic - FullScript - Dr. Vaughn - Long Covid - Refill	2024-08-17	\$174.38	RX	0	Rx by Dr. Vaughn - Long Covid	EXPENSE
Mileage to Louisville Spine and Wellness then to VyKy for Red Light Therapy then home	2024-08-19	\$4.58	Mileage	21.8	Mileage for Medical	EXPENSE
Mileage to Louisville Spine and Wellness then to VyKy for Red Light Therapy then home	2024-08-19	\$4.58	Mileage	21.8	Mileage for Medical	EXPENSE
Printer Ink Refill (for printing medical paperwork)	2024-08-20	\$29.98	Supplies	0	Supplies	EXPENSE
Mileage to Norton Cancer Center and back roundtrip	2024-08-20	\$5.71	Mileage	27.2	Mileage for Medical -- Dr. Glisson	EXPENSE
Mileage to red light therapy and hyperbaric oxygen and back	2024-08-20	\$4.58	Mileage	21.8	Mileage for Medical -- Dr. Vaughn	EXPENSE
Methylene Blue - Mitochondrial Dysfunction Treatment	2024-08-20	\$30.00	RX	0	Medical	EXPENSE
Renter Insurance (falls into shelter expense)	2024-08-21	\$12.90	Insurance	0	Renters Insurance	EXPENSE
Lexington Clinic UK -- Dr. Freilich -- Rheumatology Follow-Up	2024-08-21	\$29.06	Mileage	138.4	Mileage for Medical	EXPENSE
Medical Milage for Red Light and Hyperbaric Oxygen Treatment	2024-08-21	\$4.58	Mileage	21.8	Mileage for Medical	EXPENSE
Mileage to red light therapy and hyperbaric oxygen and back	2024-08-22	\$4.58	Mileage	21.8	Mileage for Medical	EXPENSE
EpiCeram - Sjogrens	2024-08-23	\$49.99	RX	0	RX-Epiceram-Receipts-Medical Dr. Brown - Assoc. in Derm. Billed To Card - Paid - 8/28/2024	EXPENSE
Olapatadine (see my eyes pic without this). Medically Necessary Kumar Eye Institute	2024-08-23	\$25.39	RX	0	Medical - Pataday 0.7% Medically Necessary Kumar Eye Institute	EXPENSE
Lexington Clinic UK -- Radiology -- CT Angiogram and MRI w/CSF Protocol	2024-08-23	\$29.06	Mileage	138.4	Medical	EXPENSE

Jtown Coin Laundry - Laundry Service - Since waiver program is not able to provide an attendant despite my continous involvement with state endorsed agencies in over 9 months	2024-08-26	\$38.16	Laundry	0	Laundry - Waiver program extremely unreliable with attendant care - multiple agencies/organizations, attendants showing up when not supposed to, multiple different employees coming after dismissed from job, not coming when they are supposed to. Not reliable. Also - Jtown Coin Laundry issues handwritten receipts and these have been denied. I am not the merchant, and I cannot force them to do anything. Their number is on the receipt, and DCBS can always call them if further verification is	EXPENSE
Lexington Shriners Hospital Neuro-Opthamalogy Appt Initial	2024-08-26	\$29.06	Mileage	138.4	Mileage for Medical	EXPENSE
Louisville Compounding Pharmacy - Ketotifen - part of Long Covid treatment per Dr. Vaughn	2024-08-26	\$67.00	RX	0	Louisville Compounding Pharmacy	EXPENSE
Lexington UK Clinic Jackie Immunology Lab Follow Up - Specialty	2024-08-27	\$29.06	Mileage	138.4	Dr. Deniskin - TACI Deficiency Labs	EXPENSE
LGE (Shelter Utility Expense)	2024-08-29	\$340.60	Utility/Service	0	Gas and Electric - Paid Online 8-	EXPENSE
Mileage roundtrip to Norton Cancer Center and home	2024-08-30	\$5.71	Mileage	27.2	Mileage for Medical	EXPENSE
LGE (Shelter Utility Expense)	2024-08-31	\$26.70	Utility/Service	0	Gas and Electric - Paid Online 8-	EXPENSE
Renter Insurance (falls into shelter expense)	2024-08-31	\$12.90	Insurance	0	Renters Insurance	EXPENSE
Methylene Blue - Mitochondrial Dysfunction Treatment per Dr. Freilich - Rheumatology at UK Clinic	2024-08-31	\$45.79	Medical	0	Dr. Freilich - UK Clinic	EXPENSE
Mileage to red light therapy and compression therapy and back	2024-09-03	\$4.58	Mileage	21.8	VyFy Mileage for Medical	EXPENSE
Trip to CVS Shepherdsville to pick up RX roundtrip and home	2024-09-03	\$9.95	Mileage	47.4	Mileage for Medical	EXPENSE
Pycnogenol - FullScript - Dr. Vaughn - Long Covid - Refill	2024-09-03	\$80.76	RX	0	Medical	EXPENSE
Faxage - fax for medical records	2024-09-03	\$10.38	Utility/Service	0	Fax for medical records	EXPENSE
Pentoxifylline out of pocket cost due to insurance non-coverage Treatment for Microclots from Long Covid - Dr. Vaughn (RX)	2024-09-03	\$36.82	RX	0	RX	EXPENSE
Rent Station Jtown - Louisville - Apartment L29 and Common Fees - Rent Café	2024-09-03	\$203.38	Rent/Shelter	0	Rent - RentCafe   Station Jtown - Paid - Shelter Expense - 2nd Charge Due and Paid.	EXPENSE

Antimalware software Malware Bytes - 2 PC License - 1 for me and 1 for Ja	2024-09-04	\$148.39	Utility/Service	0	Antimalware software Malware Bytes - 2 PC License - 1 for me and 1 for Jackie - must have due to amount of vulnerable information on PCs due to inadequacies and incompetencies of KY Medicaid	EXPENSE
Home to CVS Pharmacy RoundTrip (several medications).	2024-09-04	\$9.95	Mileage	47.4	Mileage for Medical	EXPENSE
VSP Standalone	2024-09-05	\$22.13	Insurance	0	VSP Standalone	EXPENSE
Home to CVS Pharmacy RoundTrip (several medications)-Rx Eye Drops	2024-09-05	\$9.95	Mileage	47.4	Mileage for Medical	EXPENSE
Sequencing.Com Ongoing Critical Genetic Whole Genome Sequencing Monitoring For New Discoveries of Pathological Findings Additional Report In Context Of New Lab Findings Related to Covid Microclots and Vascular Dysfunction Long Covid	2024-09-05	\$59.00	Medical	0	Whole Genome Sequencing Ongoing Monthly Report Monitoring for New Pathological Variants Pertaining To Whole Genome including updates on TNFRSF13B Deficiency (Condition Not Yet	EXPENSE
Gas to and from Shepherdsville to CVS Pharmacy (where majority of prescriptions are for me and Jackie.	2024-09-06	\$9.95	Transportation/Fuel	47.4	Transportation/Fuel	EXPENSE
Home to CVS Pharmacy RoundTrip - Narcolepsy/Fatigue Medicine	2024-09-06	\$9.95	Mileage	47.4	Mileage for Medical	EXPENSE
Sequencing.Com Ongoing Critical Genetic Whole Genome Sequencing Monitoring For New Discoveries of Pathological Findings	2024-09-06	\$39.00	Medical	0	Whole Genome Sequencing Ongoing Monthly Report Monitoring for New Pathological Variants Pertaining To Whole Genome including updates on TNFRSF13B Deficiency (Condition Not Yet	EXPENSE
VyFy Red Light Therapy / Hyperbaric O2 / Monthly Access Fee	2024-09-14	\$262.35	RX	0	Medical - Dr. Vaughn - Long Covid	EXPENSE
VyFy Red Light Therapy / Hyperbaric O2 / Monthly Member Fee	2024-09-14	\$21.20	RX	0	Medical - Dr. Vaughn - Long Covid	EXPENSE
Phone needs - cord - charger - screen protector - needed for communicating with medical professionals	2024-09-15	\$121.86	Utility/Service	0	Phone needs - cord - charger - screen protector - needed for communicating with medical professionals	EXPENSE
Trip to Quest Diagnostics at DuPont for Labs to CVS in Jtown and Home	2024-09-16	\$2.06	Mileage	9.8	Mileage for Medical	EXPENSE
Dr. Vaughn - treating microclots in my circulation This cost is related to part of treatment. FullScript - Dr. Vaughn - 2024-09-17	2024-09-17	\$71.54	RX	0	Long Covid Dr. Vaughn Treatment	EXPENSE
VyFy Red Light Therapy and Compression Therapy	2024-09-19	\$4.58	Mileage	21.8	Mileage for Medical	EXPENSE



Federal Law Violations

<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter>

-C/part-273/subpart-D/section-273.9

Medical Expense Deductions

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DCBS Federal Law Violations

Methylene Blue per Dr. Vaughn and Dr. Frelich	2024-09-19	\$45.79	Medical	0	Methylene Blue for Long Covid and CFS/ME and Mitochondrial Energy ATP improvement	EXPENSE
Home to CVS Pharmacy Jtown and back	2024-09-19	\$0.21	Mileage	1	Mileage for Medical	EXPENSE
Forced to store large files and photos as evidence on cloud drive because my personal drive too full of GB of evidence of federal law violations by multiple KY agencies. Upgrade forced out of necessity due to sheer size of required evidence files for SNAP/DCBS/CHFS/and other related items per Open Records Request	2024-09-22	\$9.99	Utility/Service	0	File storage fee / service / utility - cloud storage to store large files as evidence to refute false charges noted in CPS case, to store all information pertinent to DCBS/CHFS/Ombudsman/and more. Monthly fee for iCloud Storage beginning this month.	EXPENSE
Pick up meds - CVS Shepherdsville	2024-09-24	\$9.95	Transportation/Fuel	47.4	RX	EXPENSE
Jtown Coin Laundry - Laundry Service - Since waiver program is not able to provide an attendant despite my continous involvement with state endorsed agencies in over 9 months	2024-09-24	\$57.24	Laundry	0	Laundry - Since waiver unable to provide attendant care for almost a year now....	EXPENSE
Louisville Compounding Pharmacy - Ketotifen - part of Long Covid treatment per Dr. Vaughn	2024-09-26	\$67.00	RX	0	Medical - Dr. Vaughn - Long Covid	EXPENSE
Seeking Health - Molybdenum Deficiency Replacement Supplement	2024-09-27	\$18.00	Medical	0	Required to replace total absent Molybdenum	EXPENSE
L-Methyl Folate Supplement to aid in low Folate - Dr. Freilich advised to supplement for B9	2024-09-27	\$23.90	Medical	0	Required to raise current level of B9/Folate [Cannot take Folic Acid due to MTHFR issues]	EXPENSE
DripDrop Electrolyte Solution Hydration	2024-09-27	\$18.99	Medical	0	Electrolyte solution as advised by Dr. Vaughn	EXPENSE
Seeking Health - Adrenal Support - Recommended to help with cortisol levels per MTHFR Doctors (performers of 4 pt Cortisol test)	2024-09-27	\$20.00	Medical	0	To aid with body stress response and adrenal support	EXPENSE
Noveha Eyelid Scrubs - Recommended by multiple Opthamologists from multiple physician's offices	2024-09-27	\$19.99	Medical	0	Recommended for eyelid scrubbing to help with dry eye disease and ocular rosacea and to keep allergens and mites away from eyes	EXPENSE
Crizal Glasses Cleaning Cloths - Recommended by ALL glasses selling agencies	2024-09-27	\$18.45	Medical	0	Crizal Cloths	EXPENSE



Federal Law Violations

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-C/part-273/subpart-D/section-273.9

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Ink for printer - all I primarily print are medical records or related items - of course there are limited exceptions but vast majority are all medical and health related documents such as printing the information sent to federal agencies about DCBS's continuous violations of federal law and requests for formal investigations into this illegal practice.	2024-09-27	\$15.99	Supplies	0	Printer ink cartridges for medical records	EXPENSE
UK Clinic visit 740 S. Limestone Lex. KY roundtrip - saw Brittany Castle in the Neurosciences Institute for Trigger Point Injections In Head for severe headaches some related to Occipital Neuralgia. Had to rest multiple times on way home.	2024-09-30	\$29.06	Mileage	138.4	Mileage for Medical	EXPENSE
Alumni Life Insurance	2024-09-30	\$43.00	Insurance	0	Life Insurance	EXPENSE
Rent Station Jtown - Louisville - Apartment L29 and Common Fees - Rent Café - Shelter Expense	2024-10-01	\$205.95	Rent/Shelter	0	Rent - RentCafe   Station Jtown - Paid - Shelter Expense	EXPENSE
Dr. Allen PCP Visit Mt. Wash - Norton Comm. Med. Assoc. Home to Mt. Washington Norton Comm. Med. Assoc. and back roundtrip - stopped at CVS in Shepherdsville to get RX on my way	2024-10-01	\$10.33	Mileage	49.2	Medical Mileage	EXPENSE
Faxage Fax Service Expense for Medical Communications	2024-10-02	\$7.95	Utility/Service	0	Faxage fax service fee (medical related)	EXPENSE
Methylene Blue	2024-10-03	\$45.79	Medical	0	Medical per Dr. Freilich at UK Clinic (Rheumatology)	EXPENSE
Renter Insurance (falls into shelter expense)	2024-10-03	\$12.90	Insurance	0	Renters Insurance	EXPENSE
Metformin - out of pocket cost due to insurance non-coverage Dr. Vaughn RX	2024-10-03	\$22.72	Medical	0	RX - Dr. Vaughn - Long Covid Treatment Provider	EXPENSE
Olapatadine 2% - RX by Dr. Kumar - He is in state and takes Medicaid, and has a Medicaid Payor ID, and this medication is on the formulary, but insurance still did not cover it for me.	2024-10-03	\$14.26	Medical	0	RX - Jtown CVS. This medication is on the formulary, prescribed by a doctor in Kentucky, yet is not being honored by MedImpact and CHFS	EXPENSE
VSP Standalone	2024-10-05	\$22.13	Insurance	0	VSP Standalone	EXPENSE
Sequencing.Com Ongoing Critical Genetic Whole Genome Sequencing Monitoring For New Discoveries of Pathological Findings	2024-10-06	\$39.00	Medical	0	Whole Genome Sequencing Ongoing Monthly Report Monitoring for New Pathological Variants Pertaining To Whole Genome including updates on TNFRSF13B Deficiency (Condition Not Yet	EXPENSE

Federal Law Violations

<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter>

-C/part-273/subpart-D/section-273.9

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Sequencing.Com Ongoing Critical Genetic Whole Genome Sequencing Monitoring For New Discoveries of Pathological Findings Additional Report In Context Of New Lab Findings Related to Covid Microclots and Vascular Dysfunction Long Covid	2024-10-06	\$39.00	Medical	0	Whole Genome Sequencing Ongoing Monthly Report Monitoring for New Pathological Variants Pertaining To Whole Genome including updates on TNFRSF13B Deficiency (Condition Not Yet	EXPENSE
VyFy Red Light Therapy and Compression Therapy	2024-10-07	\$4.58	Mileage	21.8	Mileage for Medical	EXPENSE
Red Light Therapy at VyFy	2024-10-07	\$4.58	Mileage	21.8	Mileage for Medical	EXPENSE
Red Light Therapy at VyFy Dr Vaughn RX	2024-10-08	\$4.58	Mileage	21.8	Mileage for Medical	EXPENSE
Shepherdsville to get RX CVS	2024-10-11	\$9.95	Mileage	47.38	Picked up Testosterone Cypionate, Restasis, and other meds	EXPENSE
Testosterone Cypionate out of pocket cost due to insurance non-coverage Treatment for Microclots from Long Covid - Dr. Vaughn (RX)	2024-10-11	\$74.03	Medical	0	RX - Dr. Vaughn - Long Covid Treatment Provider	EXPENSE
Pentoxifylline out of pocket cost due to insurance non-coverage Treatment for Microclots from Long Covid - Dr. Vaughn (RX)	2024-10-11	\$41.37	Medical	0	RX - Dr. Vaughn - Long Covid Treatment Provider	EXPENSE
Amazon-Order-Denture/Retainer Cleaning Tablets	2024-10-12	\$69.15	Supplies	0	Denture/Retainer Cleaning Tablets	EXPENSE
Drip-Drop Electrolyte Mix					Drip-Drop Electrolyte Mix	
Syringes for Testosterone Replacement Therapy IM Injections	2024-10-13	\$26.26	Medical	0	Syringes for Testosterone Replacement Therapy IM Injections	EXPENSE
VyFy Package Renewal - Month 3 of 3 Required	2024-10-14	\$262.35	Medical	0	Access to Red Light Therapy Devices, Medical Grade Electrical Heat and Air Compression, Hyperbaric Oxygen Chamber and More As Previously Outlined in Previously Provided Letter of Medical Necessity per Dr. Vaughn - treating provider for Long Covid Microclots	EXPENSE
VyFy Monthly Membership Fee Renewal	2024-10-14	\$21.20	Medical	0	Access to Red Light Therapy Devices, Medical Grade Electrical Heat and Air Compression, Hyperbaric Oxygen Chamber and More As Previously Outlined in Previously Provided Letter of Medical Necessity per Dr. Vaughn - treating provider for Long Covid Microclots	EXPENSE

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-C/part-273/subpart-D/section-273.9

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Pycnogenol - Dr. Vaughn - RX	2024-10-14	\$80.76	Medical	0	RX - Dr. Vaughn - Long Covid Treatment Provider	EXPENSE
Trip to Norton Women and Childrens Hospital For Arterial Blood Gas Test Ordered by PCP - Dr. Allen	2024-10-15	\$1.89	Mileage	9	Mileage for Medical	EXPENSE
Trip to Jtown Pharmacy CVS at 9575 Taylorsville Rd. (home-cvs-home)	2024-10-15	\$0.21	Mileage	1	Mileage for Medical	EXPENSE
Red Light Therapy and Infrared Sauna at VyFy	2024-10-16	\$4.58	Mileage	21.8	Mileage for Medical	EXPENSE
Trip to Norton Women and Childrens Hospital to Follow Up on Lab Results Not Being Available in MyChart - Went In Person To Get Results Released	2024-10-16	\$1.89	Mileage	9	Mileage for Medical	EXPENSE
T-Gel Shampoo - For Seborrheic Dermatitis (Equate Brand)	2024-10-16	\$4.97	Medical	0	Medical	EXPENSE
EpiCeram - Sjogrens	2024-10-17	\$49.00	RX	0	RX-Epiceram-Receipts-Medical Dr. Brown - Assoc. in Derm. Billed To Card - Paid -	EXPENSE
Sildenafil RX - Not covered by insurance (RX)	2024-10-17	\$40.50	Medical	0	RX-First Urology-Dr. Malone/Dr. Kartha	EXPENSE
Venous Support - Dr. Vaughn - Long Covid Treatment Provider	2024-10-17	\$68.45	Medical	0	RX - Dr. Vaughn - Long Covid Treatment Provider	EXPENSE
Red Light Therapy at VyFy Dr Vaughn RX	2024-10-17	\$4.58	Medical	21.8	RX - Dr. Vaughn - Long Covid Treatment Provider	EXPENSE
Copper Infusion at Norton Cancer Center downtown - Dr. Glisson	2024-10-23	\$5.71	Mileage	27.2	Dr. Glisson is my Hematologist/Oncologist that is the prescriber for the Copper infusions.	EXPENSE
LGE (Shelter Utility Expense)	2024-10-24	\$287.30	Utility/Service	0	Gas and Electric - Paid Online 10-24	EXPENSE
Walmart+ Access Plan For Low Income	2024-10-25	\$49.00	Utility/Service	0	Walmart+ Access Plan (for low income) - Should be allowable expense (delivery fees are allowed as expenses - and this is for a year of the service that	EXPENSE
Trip to Cincinnati to ProScan Imaging for NeuroQuant Volumetric Brain MRI. Cortechs.ai confirmed that there were no providers located within the state of Kentucky.	2024-10-26	\$47.04	Mileage	224	Trip to Cincinnati to ProScan Imaging for NeuroQuant Volumetric Brain MRI. Cortechs.ai confirmed that there were no providers located within the state of Kentucky. Midtown ProScan location.	EXPENSE
Vision Appointment Dr. Rabaut Middleton Vision First	2024-10-28	\$3.57	Mileage	17	Medical Mileage	EXPENSE
Vision Eye Exam VSP CoPay	2024-10-28	\$15.00	Medical	0	Medical - Vision	EXPENSE

Federal Law Violations

<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter>

-C/part-273/subpart-D/section-273.9

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VyFy Red Light Therapy / Compression - Dr. Vaughn	2024-10-29	\$4.58	Mileage	0	Medical Mileage	EXPENSE
Pycnogenol and Venous Support - Dr. Vaughn - Long Covid Microclots - Letters of medical necessity but medicaid refuses coverage	2024-10-30	\$190.50	RX	0	RX - Dr. Vaughn - Long Covid Treatment Provider	EXPENSE
Louisville Lung Visit Dr. Sajjad Jameel St. Matthews	2024-10-31	\$1.97	Mileage	9.4	Mileage for Medical	EXPENSE
Rent Station Jtown - Louisville - Apartment L29 and Common Fees - Rent Café - Shelter Expense	2024-11-01	\$213.58	Rent/Shelter	0	Rent - RentCafe   Station Jtown - Paid - Shelter Expense	EXPENSE
Methylene Blue per Dr. Vaughn and Dr. Frelich	2024-11-01	\$45.79	Medical	0	Methylene Blue for Long Covid and CFS/ME and Mitochondrial Energy ATP improvement	EXPENSE
Prasugrel On Formulary - But Medicaid Won't Cover Because Dr. Vaughn is out of state - but he is the only treating provider in the United States of Long Covid Microclots - and federal medicaid law states that it should be covered in that situation - Kentucky continues repeatedly to violate federal law.	2024-11-01	\$35.54	RX	0	RX - Dr. Vaughn - Long Covid Treatment Provider	EXPENSE
Ludens Cough Drops \$4.54 * 2 = \$9.08 Gatorade / Electrolyte Replacement = \$7.98	2024-11-01	\$17.06	Medical	0	Walmart Receipt 2024-11-01	EXPENSE
Shepherdsville CVS Pharmacy	2024-11-02	\$9.95	Mileage	47.3	Medical Mileage	EXPENSE
Hair Trace Mineral Analysis Test - Dr. Cabral	2024-11-03	\$17.95	Medical	0	HTMA Test	EXPENSE
Gatorade - Electrolyte Replenishment - As noted per Dr. Vaughn	2024-11-04	\$15.96	Medical	0	Walmart Receipt 2024-11-04	EXPENSE
DropBox Fee - 2TB -- Legal Need Due To Kentucky's Illegal Behaviors, Actions, and Inactions in the case of me and my child.	2024-11-04	\$127.07	Utility/Service	0	DropBox fee for storing documentary evidence as Kentucky continues to refuse to follow many federal laws, and refuses to follow or acknowledge my ADA protections, and due to civil, criminal, tort, and constitutaional violations - I need more storage to protect the documentary evidence. I would not need the dropbox service if not for the egrigious acts of Kentucky toward me and my child.	LEGAL MEDICAL EXPENSE RELATED
Had to pick up several prescriptions.	2024-11-05	\$9.95	Mileage	47.3	Medical Mileage	EXPENSE
Amazon Order of Ink For Printer For Legal Documents	2024-11-05	\$41.99	LEGAL	0	Ink for Printer for Medical Records and Legal Documents	LEGAL EXPENSE
Retainer replacement due to damaged old one - Dr. Farnsworth - Orthodontist on Bardstown Road	2024-11-06	\$75.00	Medical	0	Medical	EXPENSE

Sequencing.Com Ongoing Critical Genetic Whole Genome Sequencing Monitoring For New Discoveries of Pathological Findings	2024-11-06	\$39.00	Medical	0	Whole Genome Sequencing Ongoing Monthly Report Monitoring for New Pathological Variants Pertaining To Whole Genome including updates on TNFRSF13B Deficiency (Condition Not Yet	EXPENSE
Medical Labs - Dr-Says-In-Conjunction-With-LabCorp	2024-11-07	\$172.81	Medical	0	Labwork	EXPENSE
VyFy NAD+ Injection Mileage - Dr. Vaughn	2024-11-07	\$4.58	Mileage	21.8	Medical Mileage	EXPENSE
VyFy NAD+ Injection Fee - Dr. Vaughn	2024-11-07	\$47.70	Medical	0	RX - Dr. Vaughn - Long Covid Treatment Provider - Medically Necessary	EXPENSE
VyFy Round Trip for Red Light / Compression / Injection (NAD+) Mileage - Dr. Vaughn	2024-11-09	\$4.58	Mileage	21.8	Medical Mileage	EXPENSE
VyFy NAD+ Injection Fee - Dr. Vaughn	2024-11-09	\$47.70	Medical	0	RX - Dr. Vaughn - Long Covid Treatment Provider - Medically Necessary	EXPENSE
EpiCeram - Sjogrens	2024-11-11	\$49.00	RX	0	RX-Epiceram-Receipts-Medical Dr. Brown - Assoc. in Derm. Billed To Card - Paid -	EXPENSE
Methylene Blue - Dr. Freilich Med Necess. Dr. Vaughn Med Necess. Long Covid Microclots / ME/CFS	2024-11-14	\$45.79	Medical	0	Methylene Blue for Long Covid and CFS/ME and Mitochondrial Energy ATP improvement	EXPENSE
Amazon Router Replacement - Older-Router- No Longer Secure	2024-11-14	\$70.27	Medical	0	I had to buy a router that is more secure as the old one was outdated and no longer met standard security requirements. As I use the internet mainly to take care of medical situations, it was imperative to have a private connection with modern security capabilities. I got a low end	LEGAL EXPENSE
Adrenal Cortex - medically necessary - Cortisol Reg Issues	2024-11-17	\$20.00	Medical	0	Medically necessary for stress hormone Balance and Adrenal Dysfunction Care	EXPENSE
L-Methyl Folate Supplement to aid in low Folate - Dr. Freilich advised to supplement for B9 - Dr. Vaughn Too	2024-11-17	\$23.90	Medical	0	L-Methyl Folate and B12 Med. Necess Dr. Vaughn Too	EXPENSE
Gatorade - Electrolyte Replenishment - As noted per Dr. Vaughn	2024-11-17	\$7.98	Medical	0	Walmart Receipt 2024-11-17	EXPENSE
VyFy Round Trip for NAD+ Shot Medically Necessary Per Dr. Vaughn	2024-11-22	\$4.58	Mileage	21.8	Medical Mileage	EXPENSE
VyFy NAD+ Injection Cost - Dr. Vaughn	2024-11-22	\$47.70	Medical	0	RX - Dr. Vaughn - Long Covid	EXPENSE

Federal Law Violations

<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter>

-C/part-273/subpart-D/section-273.9

Medical Expense Deductions

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DCBS Federal Law Violations

Gatorade - Electrolyte Replenishment - As noted per Dr. Vaughn Also electrolyte replenishment for Jackie due to cyclical vomiting.	2024-11-22	\$15.86	Medical	0	Hydration / Electrolyte Replacement / Medically Necessary - Walmart Receipt 2024-11-22	EXPENSE
Mail Suite Mail Tracking Service For Email	2024-11-25	\$119.00	Utility/Service	0	Mail Tracking Software	LEGAL MEDICAL EXPENSE RELATED
Vyfy Round Trip for Hyperbaric Oxygen Medically Necessary Per Dr. Vaughn	2024-11-25	\$4.58	Mileage	21.8	Medical Mileage	EXPENSE
Roundtrip from home to U of L ER at 3920 Dutchmans and back for ear infection and pain in right ear. For initial evaluation of	2024-11-26	\$2.02	Mileage	9.6	Emergency Room Visit John - ER - Infection - Severe Pain (Even More Than Normal)	EXPENSE
Home to CVS Jtown Roundtrip	2024-11-27	\$0.21	Mileage	1	For Amox/Clav (Augmentin - John)	EXPENSE
Kneeling Chair Ergonomic - For Posture and Back and Neck Support - To Help With Ongoing Severe Back and Neck Pain Along With Help To Complete The Legal and Medical Related Tasks Required By Administrative Agencies, Entities, Individuals, and All Acting In Their Roles As The Role's Title of Capacity Indicates.	2024-11-27	\$122.94	Medical	0	Kneeling Chair Ergonomic - For Posture and Back and Neck Support - To Help With Ongoing Severe Back and Neck Pain Along With Help To Complete The Legal and Medical Related Tasks Required By Administrative Agencies, Entities, Individuals, and All Acting In Their Roles As The	EXPENSE
LGE (Shelter Utility Expense)	2024-12-02	\$110.14	Utility/Service	0	Gas and Electric - Paid Online 12-	EXPENSE
Faxage (Medical Records and Legal Purposes) fax	2024-12-02	\$40.81	Utility/Service	0	Fax for Medical Records	EXPENSE
Rent Station Jtown - Louisville - Apartment L29 and Common Fees - Rent Café	2024-12-02	\$211.82	Rent/Shelter	0	Rent - RentCafe   Station Jtown - Paid - Shelter Expense	EXPENSE
Google Drive Storage Space Medical Documents and Legal Documentation.	2024-12-02	\$105.99	Utility/Service	0	Google Drive Storage Space Medical Documents and Legal Documentation. I would not have a need for so much space if Kentucky's agencies and departments, and officials, and workers, acting in their official capacity as roles in those departments, did not continuously violate my constitutional rights and federal laws non-stop.	EXPENSE

Home to Norton W&C ER for Jackie due to more vomiting repeatedly and retching dry and deep cough often productive. Vomiting on and off now for months. Cough has been around consistently entire time. Jackie has complained of worse photophobia and of bad headache when she stands up, leans forward, moves fast, sneezes or coughs, and says her vision has been off and can't wear her glasses. I need to schedule her for eye exam - there is only one of me - and I am not well at all physically - I have an infection issue too right	2024-12-02	\$1.89	Mileage	9	Mileage from Home to Norton W&C and back for Jackie ongoing repeated vomiting for days and hours daily and cough lasting nearly 3 months so far often productive. Negative chest x rays. Issues at ER with violations of patient rights, however - need to finish reporting the breach and unethical medical conduct.	EXPENSE
Mileage from Home to CVS in Jtown and back round trip to pick up Jackie's RX	2024-12-03	\$0.21	Mileage	1	Mileage from Home to CVS in Jtown and back round trip to pick up Jackie's RX	EXPENSE
Mileage from Home to Stonybrook Walgreens in Jtown and back round trip to pick up Jackie's RX	2024-12-03	\$0.84	Mileage	4	Mileage from Home to Stonybrook Walgreens in Jtown and back round trip to pick up	EXPENSE
Mileage from Home to CVS in Jtown and back round trip to pick up Jackie's RX. Tried to pick up Jackie's RXs - told they had to order and come back tomorrow after 11 am.	2024-12-03	\$0.21	Mileage	1	Mileage from Home to CVS in Jtown and back round trip to pick up Jackie's RX	EXPENSE
Home to Walgreens Stonybrook Roundtrip	2024-12-04	\$0.84	Mileage	4	Drove to Walgreens and back home roundtrip to pick up rx (StonyBrook)	EXPENSE
Had to pay out of pocket because Medicaid did not act as 2ndary payor (no Medicare Part D yet - I have until 12/7/2024 to pick the medicare plan per commercials on tv. Cannot get accurate information from anyone. So right now I only have parts A and B - and Medicaid denied payment even though they are supposed to be 2ndary payor - so I had to pay out of pocket - another wrong that needs to be reimbursed. I deserve to be treated fairly, with respect, legally, ethically, and in accordance with the law - but I am not treated as such by Kentucky, nor by Kentucky Medicaid nor by many state agencies	2024-12-05	\$40.00	RX	0	RX requiring reimbursement. Had to pay for medication at Walgreens out of pocket due to problems with insurance. Still shows no drug coverage and no pharmacies on 2024-12-09.	EXPENSE
Nauzene Chewables for Jackie from Walmart OTC - nausea	2024-12-05	\$10.96	Medical	0	Mecial for Jackie Cyclical Vomitting Syndrome and Infection Nausea	EXPENSE
Dramamine Qty 2 Cyclical Vomiting Syndrome Jackie - nausea for both of us too.	2024-12-05	\$7.94	Medical	0	Cyclic Vomiting Syndrome for Jackie	EXPENSE
Emetrol Mixed Berry Cyclical Vomiting Syndrome Jackie, and for my own nausea as well.	2024-12-05	\$6.98	Medical	0	Cyclic Vomiting Syndrome for Jackie	EXPENSE



Federal Law Violations

<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter>

-C/part-273/subpart-D/section-273.9

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Emetrol Lemon Flavor Cyclical Vomiting Syndrome Jackie, and for my own nausea as well.	2024-12-05	\$6.72	Medical	0	Cyclic Vomiting Syndrome for Jackie	EXPENSE
Roundtrip from home to Walgreens on Stonybrook to pick up Jackie's medications (Amoxicillin Clavuluate and Promethazine)	2024-12-06	\$0.84	Mileage	4	RX for Jackie from the pharmacy	EXPENSE
Home to Norton Downtown for Urgent CT Scan of Sinuses due to Emerging Infection and Danger	2024-12-06	\$5.57	Mileage	26.5	Emergency Sinus CT	EXPENSE
Riverside Parking (Handwritten Receipt from Noton Parking Garage at 234 E. Gray St. Suite 165. Phone (502) 629-387. I, as a patient,	2024-12-06	\$4.00	Medical	0	Parking at Norton Downtown Garage for Emergency Sinus CT Scan Stat	EXPENSE
EpiCeram - Sjogrens	2024-12-06	\$49.00	RX	0	RX-Epiceram-Receipts-Medical Dr. Brown - Assoc. in Derm. Billed To Card - Paid - 12/9/2024	EXPENSE
Home to UK Clinic (Stroke Center Evaluation - 740 St. Limestone Neurosciences Institute) to 3920 Dupont UL ENT for Emergency due to sudden severe hearing loss on Saturday of this past week with infection ongoing. And now affecting both ears. Appt. Scheduled for 12- 10-24 as well.	2024-12-09	\$29.19	Mileage	139.0	Stroke Center Evaluation / Emergency ENT situation Sudden Hearing Loss and Infection Ongoing	EXPENSE
Vyfy for Red Light Therapy - Dr. Vaughn - Only Provider in United States using Triple Coag Therapy and treating Long Covid with Microclots - KY denies all coverage despite letter attesting to this from physician and federal medicaid law mandates are violated by KY - but KY has no regard for federal law. Medically necessary care. NAD+ Injection also received per Dr. Vaughn.	2024-12-09	\$2.06	Mileage	9.8	Medical Mileage for RX - Red Light Therapy Dr. Jordan Vaughn	EXPENSE
NAD+ Injection - Dr. Jordan Vaughn Medically Necessary - All Dr. Vaughn's treatments are medically necessary yet KY has done every possible thing to block access to medically necessary care and damage me in every way	2024-12-09	\$53.00	Medical	0	Medical Cost of Injection for RX NAD+ Therapy Dr. Jordan Vaughn	EXPENSE
Ketotifen from Louisville-Compounding Pharmacy RX by Dr. Vaughn - Medically Necessary - Long Covid w Microclots	2024-12-09	\$59.00	Medical	0	Louisville Compounding Pharmacy There is not an alternative for the medication that does the same	EXPENSE
Roundtrip Home to U of L Physicians To Home Dr. Shutt - Emergency Appointment ENT Follow up and Hearing Test	2024-12-10	\$5.75	Mileage	27.4	Dr. Stutts Emergency ENT Follow Up Next Day Appointment Sudden Severe Hearing Loss on Right Side w/Tinnitus. Left side also impacted but not showing as such	EXPENSE



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<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter>

-C/part-273/subpart-D/section-273.9

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U of L Parking Garage Fee Downtown 401 E. Chestnut St.	2024-12-10	\$2.00	Mileage	0	U of L Parking Fee They do not validate parking.	EXPENSE
U of L Physician's Medical Clinic/Building						
Gatorade - Electrolyte Replenishment - As noted per Dr. Vaughn	2024-12-10	\$15.96	Medical	0	Walmart Receipt 2024-12-02	EXPENSE
Tangy Tangerine Vitamin Powder Mix To Help With Vitamin Absorption/Malabsorption Per Doctor Guidance	2024-12-11	\$68.95	Medical	0	Medical	EXPENSE
DVD External Laptop Drive - Legal Expense For putting radiology imaging into digital format from multiple different clinics in various phases of disease.	2024-12-11	\$19.99	LEGAL EXPENSE	0	LEGAL	LEGAL EXPENSE
Adrenal Cortex - Medically Necessary - Seeking Health - Dr. Freilich / Dr. Vaughn / Other	2024-12-11	\$20.00	Medical	0	Medical	EXPENSE
L-Methyl-Folate / B12 - Seeking Health - Dr. Freilich / Dr. Vaughn	2024-12-11	\$23.90	Medical	0	Medical	EXPENSE
Ionic Minerals Molybdenum - Dr. Katyal - Mo	2024-12-11	\$19.99	Medical	0	Medical	EXPENSE
Walgreens StonyBrook	2024-12-11	\$0.84	Mileage	4	Mileage	EXPENSE
VyFy for Red Light Therapy - Dr. Vaughn - Only Provider in United States using Triple Coag Therapy and treating Long Covid with Microclots - KY denies all coverage despite letter attesting to this from physician and federal medicaid law mandates are viola	2024-12-11	\$2.06	Mileage	9.8	VyFy Mileage for Medical	EXPENSE
Shaker Ball For Mixing Vitamins In Container	2024-12-11	\$5.99	Medical	0	Shake Ball For Inside Cup/Mixer For Vitamin Mix and	EXPENSE
VyFy for Red Light Therapy - Dr. Vaughn - Only Provider in United States using Triple Coag Therapy and treating Long Covid with Microclots - KY denies all coverage despite letter attesting to this from physician and federal medicaid law mandates are viola	2024-12-12	\$2.06	Mileage	9.8	VyFy Mileage for Medical	EXPENSE
VyFy for Red Light Therapy - Dr. Vaughn - Only Provider in United States using Triple Coag Therapy and treating Long Covid with Microclots - KY denies all coverage despite letter attesting to this from physician and federal medicaid law mandates are violations of federal law.	2024-12-12	\$2.06	Mileage	9.8	VyFy Mileage for Medical	EXPENSE
VyFy Monthly Membership Fee Renewal	2024-12-14	\$21.20	Medical	0	VyFy Monthly Membership Fee For Access To Services Medicaid Is Required to Cover (e.g. Red Light Therapy, Hyerbaric Oxygen, per medical necessity letters from physician, but	EXPENSE

VyFy Monthly Package Fee Renewal	2024-12-14	\$262.35	Medical	0	VyFy Monthly Package Fee For Access To Services Medicaid Is Required to Cover (e.g. Red Light Therapy, Hyerbaric Oxygen, per medical necessity letters from physician, but	EXPENSE
Ace Legal Initial Runner Fee and Filing for US-CAND-CT Invoice 2394067 - Paid ** Card 3088 ** In Full	2024-12-16	\$299.18	Medical / Legal / Admin	0	Ace Legal Initial Runner Fee and Filing for US-CAND-CT	LEGAL EXPENSE
Ace Legal Initial Runner Fee and Filing for US-CAND-CT Additional Filing Fee - and 2nd Attempt Invoice 2394067b - Paid ** Card 3088 ** In Full	2024-12-16	\$187.18	Medical / Legal / Admin	0	Ace Legal Initial Runner Fee and Filing for US-CAND-CT Additional Filing Fee - and 2nd Attempt	LEGAL EXPENSE
Ace Legal Initial Runner Fee and Filing for US-CAND-CT Additional Filing Fee - and 3rd Attempt - Court required more information - 2 additional forms. Invoice 2394750 - Paid ** Card 3088 ** In Full	2024-12-17	\$187.18	Medical / Legal / Admin	0	Ace Legal Initial Runner Fee and Filing for US-CAND-CT Additional Filing Fee - and 2nd Attempt	LEGAL EXPENSE
VyFy for Red Light Therapy - Dr. Vaughn - Only Provider in United States using Triple Coag Therapy and treating Long Covid with Microclots - KY denies all coverage despite letter attesting to this from physician and federal medicaid law mandates are violations of federal law.	2024-12-18	\$2.06	Mileage	9.8	VyFy Mileage for Medical	EXPENSE
VyFy Myers Cocktail IV Drip - Called "Natural Defense at VyFy" - Verified in writing in email that it is equivalent to Myers Cocktail for Legal Purposes If Necessary - Per Dr. Vaughn's letter of MEDICAL NECESSITY and per Federal Medicaid Law - also simultaneously had red light therapy and PEMF which were at no additional cost.	2024-12-18	\$171.72	Medical	0.0	VyFy Myers Cocktail IV Drip - Called "Natural Defense at VyFy" - Verified in writing in email that it is equivalent to Myers Cocktail for Legal Purposes If Necessary - Per Dr. Vaughn's letter of MEDICAL NECESSITY and per Federal Medicaid Law	EXPENSE
VyFy for Red Light Therapy - Dr. Vaughn - Only Provider in United States using Triple Coag Therapy and treating Long Covid with Microclots - KY denies all coverage despite letter attesting to this from physician and federal medicaid law mandates are violations of federal law.	2024-12-19	\$2.06	Mileage	9.8	VyFy Mileage for Medical	EXPENSE
Roundtrip to Tyler Center Kroger from Home to pick up medication	2024-12-19	\$1.64	Medical	7.8	Roundtrip to Tyler Center Kroger to pick up medications from Home	EXPENSE
Sildenafil - Dr. Kartha - First Urology	2024-12-19	\$40.50	RX	0	Sildenafil - First Urology - Dr. Kartha	EXPENSE
Roundtrip to Stonybrook Walgreens and Home for Mg Citrate	2024-12-20	\$0.88	Mileage	4.2	Medical Mileage	EXPENSE
4 Magnesium Citrate Bottles - 2 Grape / 2 Cherry - Dye Free at Walgreens at StonyBrook	2024-12-20	\$12.68	Medical	0.0	Mg Citrate bottles for me and also for Jackie to follow cleanout procedure as Dr. Patterson at ER indicated for her	EXPENSE

Visual Contrast Study - Ongoing CIRS Monitoring Chronic Inflammatory Response Syndrome (CIRS) Water Damaged Building Syndrome Metric Testing	2024-12-26	\$15.00	Medical	0	Visual Contrast Study - Ongoing CIRS Monitoring Chronic Inflammatory Response Syndrome (CIRS) Water Damaged Building Syndrome Metric Testing	EXPENSE
VyFy Red Light Therapy and Compression Therapy Also NAD+ Injection (IM) and Vitamin C injection (IM) Red Light and Compression covered by monthly member fee. NAD+ and Vitamin C billed. As on record from Dr. Vaughn, treating Long Covid with microclots utilizing many modalities and therapies including medically necessary red light therapy, compression therapy, NAD+, and Vitamin C, all medically necessary with letters of medical necessity from provider. All denied by Kentucky CHFS-DCBS / Lucinda Lawrence - time and time again even though eligible as medical expense deductions. Separately, Medicaid also refuses to cover despite the medical necessity of the goods and services - and Waiver also denies all legal liability for paying fees for these goods and services although they are obligated under federal law.	2024-12-26		Medical	0	VyFy Red Light Therapy and Compression Therapy Also NAD+ Injection (IM) and Vitamin C injection (IM) Red Light and Compression covered by monthly member fee. NAD+ and Vitamin C billed. As on record from Dr. Vaughn, treating Long Covid with microclots utilizing many modalities and therapies including medically necessary red light therapy, compression therapy, NAD+, and Vitamin C, all medically necessary with letters of medical necessity from provider. All denied by Kentucky CHFS-DCBS / Lucinda Lawrence - time and time again even though eligible as medical expense deductions. Separately, Medicaid also refuses to cover despite the medical necessity of the goods and services - and Waiver also denies all legal liability for paying fees for these goods and services although they are obligated under federal law.	VyFy Red Light Therapy and Compression Therapy Also NAD+ Injection (IM) and Vitamin C injection (IM) Red Light and Compression covered by monthly member fee. NAD+ and Vitamin C billed. As on record from Dr. Vaughn, treating Long Covid with microclots utilizing many modalities and therapies including medically necessary red light therapy, compression therapy, NAD+, and Vitamin C, all medically necessary with letters of medical necessity from provider. All denied by Kentucky CHFS-DCBS / Lucinda Lawrence - time and time again even though eligible as medical expense deductions.
VyFy Roundtrip Medical Mileage for services on record as medically necessary	2024-12-26	\$2.06	Mileage	9.8	VyFy Roundtrip Medical Mileage for services on record as medically necessary	EXPENSE

One year of Sjogrens Foundation Membership for medical needs, conference reduced rates or complimentary tickets - one must be a member to be able to receive the discounted rates. As Sjogrens Disease is not well known, and at the same time is the 2nd most common rheumatological disease, education and awareness are critically important to appropriate clinical practices and often patients are teaching doctors in today's world.	2024-12-26	\$36.00	Medical	0	One year of Sjogrens Foundation Membership for medical needs, conference reduced rates or complimentary tickets - one must be a member to be able to receive the discounted rates. As Sjogrens Disease is not well known, and at the same time is the 2nd most common rheumatological disease, education and awareness are critically important to appropriate clinical practices and often patients are teaching doctors in today's world.	EXPENSE
SJOGRENS FOUNDATION FIFTH EDITION BOOK PURCHASE TO SEND TO DR. FREILICH AT UK WHO NEEDS TO GET CURRENT WITH FURTHER UP TO DATE KNOWLEDGE ON SJOGRENS - HOPE IT HELPS ME AND MANY OTHERS AS WELL AS DR. FREILICH	2024-12-26	\$39.00	Medical	0	BOOK ITSELF WAS \$32 AND SHIPPING WAS \$7 FOR A TOTAL OF \$39.	EXPENSE
Walgreens to pick up Steroid/Prednisone, Fluconazole, and Amoxicillin 875mg for ongoing infection. Home to Walgreens at Stonybrook back to BLINKRX - EPICERAM - DR. ASHLEY BROWN - ASSOCIATES IN DERMATOLOGY	2024-12-27	\$0.84	Mileage	4.0	Walgreens to pick up Steroid/Prednisone, Fluconazole, and Amoxicillin 875mg for ongoing	EXPENSE
	2024-12-29	\$49.00	RX	0	EpiCeram	EXPENSE
VyFy Roundtrip Medical Mileage - did not realize they were not open today - but still made the trip. Found out from sign on their door once I arrived.	2024-12-31	\$2.06	Mileage	9.8	VyFy Roundtrip Medical Mileage for services on record as medically necessary, however, today they were closed and I did not know - still - the miles were traveled.	EXPENSE
Roundtrip to Stonybrook Walgreens and Home for Mg Citrate	2024-12-31	\$0.88	Mileage	4.2	Medical Mileage roundtrip to Walgreens for medically necessary testosterone replacement therapy	EXPENSE
Roundtrip to U of L at 3920 Dutchmans Prkwy for Dr. Stutts ENT appointment for procedure this morning	2024-12-31	\$1.93	Mileage	9.2	Roundtrip to U of L at 3920 Dutchmans Prkwy for Dr. Stutts ENT appointment for procedure this morning	EXPENSE
LGE (Shelter Utility Expense)	2025-01-01	\$137.13	Rent/Shelter		Rent/Shelter	EXPENSE
Rent Station Jtown - Louisville - Apartment L29 and Common Fees - Rent Café	2025-01-01	\$231.83	Rent/Shelter	0	Rent - RentCafe   Station Jtown - Paid - Shelter Expense	EXPENSE
Faxage Invoice for Medical Records	2025-01-02	\$7.95	Utility/Supplies	0	Faxage invoice for medical records	EXPENSE
Cost of Adderall at CVS in Jtown because for some reason insurance is not wanting to cover anything now - but I have no copay and no deductible so don't know what is up with that. Must call the LINET plan.	2025-01-03	\$32.56	Medical	0	Cost of Adderall at CVS in Jtown because for some reason insurance is not wanting to cover anything now - but I have no copay and no deductible so don't know what is up with that. Must call the LINET plan.	EXPENSE

Roundtrip to CVS Jtown to pick up Adderall - it had been called in to the wrong pharmacy...again...this has happened in the past as well but different set of circumstances.	2025-01-03	\$0.21	Mileage	1	Roundtrip to CVS in Jtown	EXPENSE
Went to Walgreens to pick up Adderall and other medications as they were supposedly there and ready. When we got there, the Adderall they did not have a rx for deposite Dr. Shaikun stating he sent one. Also - the other medications all had costs associated and I am not supposed to have any copay or deductible on medications so now have to call LINET too - Medicare Drug Plan	2025-01-03	\$0.88	Mileage	4.2	Went to Walgreens to pick up Adderall and other medications as they were supposedly there and ready. When we got there, the Adderall they did not have a rx for deposite Dr. Shaikun stating he sent one. Also - the other medications all had costs associated and I am not supposed to have any copay or deductible on medications so now have to call LINET too - Medicare Drug Plan	EXPENSE
VisionFirst Middletown RoundTrip with Jackie for her glasses appointment due to change of RX and need for new glasses.	2025-01-03	\$3.57	Mileage	17	Medical Mileage	EXPENSE
New Glasses RX for Jackie so new frames and new lenses needed. Used standalone VSP plan as it had the best benefits. Still - glasses and frames with transitions and anti-glare even with the cheaper antiglare but with Eyezen lenses to help filter blue light for migraines etc...came to approximately \$300. Paid 1/2 today and will pay other half upon pickup of item in 1 to 3 weeks from Vision First Middletown. Jackie saw Dr. Holly today. - Part 1 of 2 payments - 50% of total due. Will owe other 50% upon pickup in 1 to 3 weeks. Pmt 1 of 2.	2025-01-03	\$149.31	Medical	0	New Glasses RX for Jackie so new frames and new lenses needed. Used standalone VSP plan as it had the best benefits. Still - glasses and frames with transitions and anti-glare even with the cheaper antiglare but with Eyezen lenses to help filter blue light for migraines etc...came to approximately \$300. Paid 1/2 today and will pay other half upon pickup of item in 1 to 3 weeks from Vision First Middletown. Jackie saw Dr. Holly today.	EXPENSE
Tried to pick up Prednisone from the 4th at CVS in Jtown, but they were closed. Hoping for better luck tomorrow.	2025-01-07	\$0.21	Mileage	1	CVS Pharmacy Jtown roundtrip from home.	EXPENSE
Delivery Fee for Prescriptions. Too dangerous on the roads to drive with recent ice storm - at least to go really any distance more than a mile or two - paid to have prescriptions from Walgreens Delivered.	2025-01-08	\$8.99	Medical	0	Delivery Fee for Prescriptions. Too dangerous on the roads to drive with recent ice storm - at least to go really any distance more than a mile or two - paid to have prescriptions from Walgreens Delivered.	EXPENSE

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-C/part-273/subpart-D/section-273.9

Medical Expense Deductions

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Previously Submitted Repeatedly

DCBS Federal Law Violations

VyFy for Red Light Therapy - Dr. Vaughn - Only Provider in United States using Triple Coag Therapy and treating Long Covid with Microclots - KY denies all coverage despite letter attesting to this from physician and federal medicaid law mandates are viola	2025-01-09	\$2.06	Mileage	9.8	VyFy for Red Light Therapy - Dr. Vaughn - Only Provider in United States using Triple Coag Therapy and treating Long Covid with Microclots - KY denies all coverage despite letter attesting to this from physician and federal medicaid law mandates are viola	EXPENSE
AFLAC TYPE G SUPPLEMENT MEDICARE	2025-01-10	\$187.10	Medical	0	Medicare Type G Supplemental Plan	EXPENSE
FIRST AFLAC PLAN G SUPPLEMENT MEDICARE PAYMENT	2025-01-11	\$187.10	Medical	0.0	FIRST AFLAC PLAN G SUPPLEMENT MEDICARE PAYMENT	EXPENSE
Alumni Insurance Group Metlife Dental and Metlife Vision Supplemental Plans for me and Jackie	2025-01-11	\$283.35	Medical	0	Alumni Insurance Group Metlife Dental and Metlife Vision Supplemental Plans for me and Jackie	EXPENSE
VyFy for Red Light Therapy - Dr. Vaughn - Only Provider in United States using Triple Coag Therapy and treating Long Covid with Microclots - KY denies all coverage despite letter attesting to this from physician and federal medicaid law mandates are viola	2025-01-11	\$2.06	Mileage	9.8	VyFy for Red Light Therapy - Dr. Vaughn - Only Provider in United States using Triple Coag Therapy and treating Long Covid with Microclots - KY denies all coverage despite letter attesting to this from physician and federal medicaid law mandates are viola	EXPENSE
VyFy for Red Light Therapy - Dr. Vaughn - Only Provider in United States using Triple Coag Therapy and treating Long Covid with Microclots - KY denies all coverage despite letter attesting to this from physician and federal medicaid law mandates are viola	2025-01-16	\$2.06	Mileage	9.8	VyFy for Red Light Therapy - Dr. Vaughn - Only Provider in United States using Triple Coag Therapy and treating Long Covid with Microclots - KY denies all coverage despite letter attesting to this from physician and federal medicaid law mandates are viola	EXPENSE
VyFy Energizer B Complex Shot per medical necessity - Dr. Vaughn - AL - Long Covid Microclots / MCAS	2025-01-11		Medical	0	VyFy Energizer B Complex Shot per medical necessity - Dr. Vaughn - AL - Long Covid Microclots / MCAS	EXPENSE
Adobe monthly subscription fee - only have the professional version b/c forced into involuntary administrative servitude - used for legal filing document preparation.	2025-01-11	\$21.19	Supplies/Utilities	0	Adobe monthly subscription fee - only have the professional version b/c forced into involuntary administrative servitude - used for legal filing document preparation.	LEGAL EXPENSE
VyFy Red Light Therapy and Compression Therapy	2025-01-13	\$2.06	Mileage	9.8	VyFy Round Trip Red Light Therapy and Compression Therapy - Both Medically Necessary	EXPENSE
Membership Fee VyFy - Dr. Vaughn - Medically Necessary Services Available Here	2025-01-14	\$262.35	Medical	0	Membership Fee VyFy - Dr. Vaughn - Medically Necessary Services Available Here	EXPENSE

Monthly Fee VyFy - Dr. Vaughn - Medically Necessary Services Available Here	2025-01-14	\$21.20	Medical	0	Monthly Fee VyFy - Dr. Vaughn - Medically Necessary Services Available Here	EXPENSE
CASEFLEET ONE MONTH ACCESS FEE	2025-01-18	\$100.00	LEGAL EXPENSE		CASEFLEET ONE MONTH ACCESS FEE	LEGAL EXPENSE
VyFy Red Light Therapy and Compression Therapy	2025-01-21	\$2.06	Mileage	9.8	VyFy Round Trip Red Light Therapy and Compression Therapy - Both Medically Necessary	EXPENSE
UK Clinic Roundtrip to Lexington to Home for Pelvic MRV with Iron Contrast and Labs for upcoming Lumbar Puncture	2025-01-21	\$27.85	Mileage	133	Round Trip to UK Clinic for Diagnostic Medically Necessary Testing	EXPENSE
LGE (Shelter Utility Expense)	2025-01-27	\$193.16	Supplies/Utilities	0	Electric Bill	EXPENSE
BLINKRX - EPICERAM - DR. ASHLEY BROWN - ASSOCIATES IN DERMATOLOGY	2025-01-25	\$49.99	Medical	0	BLINKRX - EPICERAM - DR. BROWN. Associates in Dermatology	EXPENSE
Red Light Therapy at VyFY and Compression per medically necessary order from Dr. Vaughn treating me for Long Covid and Microclots and Mileage	2025-01-27	\$2.06	Mileage	9.8	VyFy Round Trip Red Light Therapy and Compression Therapy - Both Medically Necessary	EXPENSE
AFLAC TYPE G SUPPLEMENT MEDICARE	2025-01-24	\$167.10	Insurance	0	AFLAC Type G Supplemental Medicare	EXPENSE
VyFy Vitamin B Complex Intramuscular Injection per Dr. Vaughn - medical necessity for Long Covid and Microclots	2025-01-27	\$28.62	Medical	0	VyFy Vitamin B Complex Intramuscular Injection per Dr. Vaughn - medical necessity for Long Covid and Microclots	EXPENSE
Red Light Therapy at VyFY per medically necessary order from Dr. Vaughn treating me for Long Covid and Microclots and Mileage	2025-01-28	\$2.06	Mileage	9.8	VyFy Round Trip Red Light Therapy Medically Necessary	EXPENSE
Rent Station Jtown - Louisville - Apartment L29 and Common Fees - Rent Café - Shelter Expense	2025-02-01	\$204.77	Rent/Shelter	0	Rent - RentCafe   Station Jtown - Paid - Shelter Expense	EXPENSE
Red Light Therapy at VyFY per medically necessary order from Dr. Vaughn treating me for Long Covid and Microclots and Mileage	2025-02-03	\$2.06	Mileage	9.8	VyFy Round Trip Red Light Therapy Medically Necessary	EXPENSE
	2025-02-04	\$174.75	Medical / Legal / Admin	0	Medical and Legal Expense necessary to buy contact lists to involve media as court system is corrupt as are all agencies in Kentucky.	LEGAL EXPENSE
SCAIA SOFTWARE EDISCOVERY - VM AND KEY MONTHLY FEE	2025-01-19	\$50.00	LEGAL EXPENSE	0	SCAIA SOFTWARE EDISCOVERY - VM AND KEY MONTHLY FEE	LEGAL EXPENSE
KETOTIFEN from Louisville-Compounding Pharmacy RX by Dr. Vaughn - Medically Necessary - Long Covid w Microclots + SHIPPING	2025-01-16	\$69.01	Medical	0	KETOTIFEN from Louisville-Compounding Pharmacy RX by Dr. Vaughn - Medically Necessary - Long Covid w Microclots + SHIPPING	EXPENSE
LAPTOP DUE TO OLD LAPTOP NO LONGER ABLE TO FUNCTION. NECESSARY TO HAVE FOR LEGAL FILINGS AND PROCEEDINGS INVOLVING MEDICAL EXPENSE DEDUCTIONS ETC.	2025-01-12	\$184.69	Supplies/Utilities	0	LAPTOP DUE TO OLD LAPTOP NO LONGER ABLE TO FUNCTION. NECESSARY TO HAVE FOR LEGAL FILINGS AND PROCEEDINGS INVOLVING MEDICAL EXPENSE DEDUCTIONS ETC.	EXPENSE



Federal Law Violations

<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter>

-C/part-273/subpart-D/section-273.9

Medical Expense Deductions

John R. Fouts, MBA

Previously Submitted Repeatedly

DCBS Federal Law Violations

**\$ 17,811.62**



# **ADA ACCOMMODATIONS:**

- 1. DEFENDANT'S MOTION FOR ADA ACCOMMODATION TO ALLOW ELECTRONIC FILING AND VIDEO TELECONFERENCING FOR ALL HEARINGS OR APPEARANCES**
- 2. SUPPLEMENTAL MEMORANDUM IN SUPPORT OF DEFENDANT'S MOTION FOR ADA ACCOMMODATIONS**
- 3. PROPOSED ORDER GRANTING DEFENDANT'S MOTION FOR ADA ACCOMMODATIONS**

# DEFENDANT'S MOTION FOR ADA ACCOMMODATION TO ALLOW ELECTRONIC FILING

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COMMONWEALTH OF KENTUCKY  
JEFFERSON FAMILY CIRCUIT COURT  
CIVIL DISTRICT

CASE NO.: 25-C-001707

DATE: 2025-02-18

NEW CHESTNUT RIDGE APARTMENTS LLC, et al.,  
Plaintiffs,

v.

JOHN R. FOUTS, et al.,  
Defendant.

**COMES NOW**, Defendant **John R. Fouts**, pro se, and respectfully moves this Honorable Court to grant him the reasonable accommodation to file all court documents and submissions electronically via email due to his **documented disabilities** under the **Americans with Disabilities Act (ADA) (42 U.S.C. § 12132)**, **Section 504 of the Rehabilitation Act (29 U.S.C. § 794)**, and **Kentucky State Law KRS 344.010 et seq.** In support of this motion, Defendant states as follows:

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## **I. LEGAL BASIS FOR THE REQUEST**

1. **Defendant is a disabled individual receiving SSDI** and suffers from multiple severe medical conditions that **profoundly affect his ability to perform in-person court filings** or submit documents via postal mail, including:
  - **Long COVID with microclots**, which results in severe cardiovascular and neurological impairments.

# DEFENDANT’S MOTION FOR ADA ACCOMMODATION TO ALLOW ELECTRONIC FILING

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- **Chronic Fatigue Syndrome/Myalgic Encephalomyelitis (CFS/ME)**, a neurological disease *recognized by the National Academy of Medicine*, leading to **profound exhaustion, cognitive impairment, and autonomic dysfunction**.
  - **Narcolepsy**, significantly affecting his wakefulness and ability to travel or function without severe cognitive and physical limitations.
  - **Autoimmune disorders**, which **exacerbate systemic inflammation and fatigue**.
  - **Small Fiber Neuropathy (SFN)**, leading to **debilitating pain and autonomic nervous system dysfunction**.
  - **Complex Regional Pain Syndrome (CRPS)**, which **developed following a spine surgery in April 2009 due to malpractice**, leaving him in **constant, severe pain akin to being burned alive** every second of every day.
2. **The ADA and Section 504 of the Rehabilitation Act require public entities, including courts, to provide reasonable accommodations to ensure equal access to judicial processes. See *Tennessee v. Lane*, 541 U.S. 509 (2004).**
3. **Defendant is also a recipient of a HUD Mainstream Housing Voucher**, which **provides protections for disabled individuals under the age of 65** to prevent homelessness and discrimination. The improper actions of **LMHA, HUD**, and related entities in obstructing his housing assistance contribute to his inability to travel for in-person court filings and further necessitate this **ADA** accommodation.
4. **Kentucky Rules of Civil Procedure** do not explicitly prohibit electronic filings by pro se litigants, and allowing this accommodation does not **prejudice any party or the court**.
-

# DEFENDANT’S MOTION FOR ADA ACCOMMODATION TO ALLOW ELECTRONIC FILING

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## II. SPECIFIC REQUEST

Defendant respectfully requests that the Court:

1. **Permit all filings to be submitted electronically via email** to the Jefferson Family Circuit Court Clerk’s Office.
2. **Permit the Court to serve orders and notices electronically** to Defendant’s registered email address: [fouts.john@gmail.com](mailto:fouts.john@gmail.com).
3. **Permit Defendant to serve opposing parties via email, unless they specifically object.**
4. **Provide additional flexibility in response times for court filings** due to the **neurological and cognitive impacts of his conditions**, which require **substantial recovery time** between physically or cognitively demanding tasks.
5. **Recognize that Defendant’s disabilities directly impair his ability to comply with standard physical filing requirements**, and that failure to grant this request constitutes a **denial of access to the courts under the ADA, 28 C.F.R. § 35.130, and 28 C.F.R. § 35.160.**
6. **Request for Remote Video Conferencing as a Reasonable Accommodation**

Pursuant to the **Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act**, Defendant requests, respectfully, that all court proceedings, including hearings, conferences, and required appearances, be conducted via **remote video conferencing** as a **reasonable accommodation**.

Due to **Myalgic Encephalomyelitis/Chronic Fatigue Syndrome (ME/CFS)** and associated **severe fatigue, autonomic dysfunction, and unpredictable symptom exacerbations**, Defendant is often **unable to physically attend events in person**.

Denying access to **video conferencing** would create an undue burden and violate Defendants’s right to **full and equal participation** in the legal process.

# DEFENDANT'S MOTION FOR ADA ACCOMMODATION TO ALLOW ELECTRONIC FILING

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See **Exhibit A: Medical Letter from Dr. Vaughn Supporting ADA Accommodation Request**, and attesting to the medical necessity of remote accommodations due to severity of physical health conditions.

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## III. RELEVANCE OF VAWA

6. Defendant and minor child, JAF, are also protected under the **Violence Against Women Act (VAWA)**, which **provides housing protections for survivors of domestic violence, dating violence, stalking, and other qualifying situations**. The denial of reasonable accommodations in this case **has exacerbated Defendant's vulnerability to retaliatory eviction**, in direct violation of **VAWA's provisions against housing discrimination (34 U.S.C. § 12491)**.
- 

## IV. CONCLUSION

For the foregoing reasons, Defendant respectfully requests that this Honorable Court **grant his motion for ADA accommodations and allow electronic filing via email**, ensuring his **equal access to judicial proceedings** as required by law.

Attachment(s):

**Exhibit A: Medical Letter from Dr. Vaughn Supporting ADA Accommodation Request**

**Respectfully submitted,**



**John R. Fouts, MBA**

**Defendant, Pro Se**

2904 Sitka Dr. L29

Louisville, KY 40299

Email: [Fouts.John@gmail.com](mailto:Fouts.John@gmail.com)

Fax: **502.996.8246 (HIPAA Compliant)**

# DEFENDANT'S MOTION FOR ADA ACCOMMODATION TO ALLOW ELECTRONIC FILING

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## EXHIBIT A MEDICAL LETTER FROM DR. VAUGHN SUPPORTING ADA ACCOMMODATIONS REQUEST

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MedHelp 280 LLC • 4600 HWY 280, BIRMINGHAM AL 35247-5028

FOUTS, John ROBERT (id #585882, dob: 01/31/1979)



Recipient:

Phone: , Fax:

Fax

This fax may contain sensitive and confidential personal health information that is being sent for the sole use of the intended recipient. Unintended recipients are directed to securely destroy any materials received. You are hereby notified that the unauthorized disclosure or other unlawful use of this fax or any personal health information is prohibited. To the extent patient information contained in this fax is subject to 42 CFR Part 2, this regulation prohibits unauthorized disclosure of these records.

If you received this fax in error, please visit [www.athenahealth.com/NotMyFax](http://www.athenahealth.com/NotMyFax) to notify the sender and confirm that the information will be destroyed. If you do not have internet access, please call 1-888-482-8436 to notify the sender and confirm that the information will be destroyed. Thank you for your attention and cooperation.  
[ID:11740971-H-17217]

# DEFENDANT'S MOTION FOR ADA ACCOMMODATION TO ALLOW ELECTRONIC FILING

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Date: 01/31/2025  
RE: John Fouts, DOB: 01/31/1979, PT ID #585882

To Whom It May Concern,

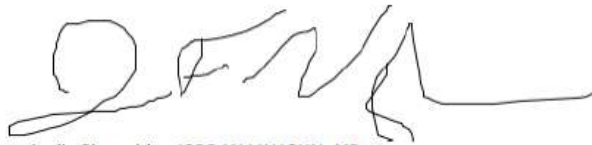
I am writing this letter on behalf of my patient, Mr. John R. Fouts, who is currently under my medical care for multiple serious health conditions, including Long COVID, venous insufficiency, and mast cell activation syndrome, among other complex medical concerns. These conditions significantly impact his daily functioning and ability to undertake major life activities, including securing and relocating to a new residence within an unreasonable timeframe.

Due to the chronic and debilitating nature of his health conditions, Mr. Fouts faces substantial limitations in mobility, endurance, and overall well-being. His medical situation necessitates stability in his living environment to manage his symptoms effectively and prevent exacerbation of his conditions. An abrupt displacement from his current residence would pose a severe risk to his health, disrupting essential care, treatment adherence, and symptom management, which could lead to worsening of his condition and potential medical crises.

Furthermore, Mr. Fouts is the primary caregiver for his child, and his medical challenges make it exceedingly difficult for him to rapidly secure alternative housing while continuing to provide necessary care and stability for his child. Forcing an urgent relocation is neither reasonable nor humane, given his documented disabilities. The protections afforded by the Americans with Disabilities Act (ADA), the Fair Housing Act (FHA), Section 504 of the Rehabilitation Act, the Violence Against Women Act (VAWA), and Section 1915(c) of the Social Security Act are critical in ensuring that individuals with disabilities and their dependents are not unlawfully displaced or discriminated against in housing matters.

Given the severity of his condition, I strongly advocate for reasonable accommodations to be granted to Mr. Fouts in accordance with applicable federal and state laws. It is imperative that he be allowed to maintain stable housing, as abrupt eviction or non-renewal of his lease would pose significant harm to his health and well-being.

Please do not hesitate to contact my office should you require any further information or clarification regarding Mr. Fouts' medical condition and the necessity of stable housing for his health.  
Sincerely,



Electronically Signed by: JORDAN VAUGHN, MD

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**END OF EXHIBIT**

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# PROPOSED ORDER GRANTING DEFENDANT'S MOTION FOR ADA ACCOMMODATIONS

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COMMONWEALTH OF KENTUCKY  
JEFFERSON FAMILY CIRCUIT COURT  
CIVIL DISTRICT

CASE NO.: 25-C-001707

DATE: 2025-02-18

NEW CHESTNUT RIDGE APARTMENTS LLC, et al.,  
Plaintiffs,

v.

JOHN R. FOUTS, et al.,  
Defendants.

---

## PROPOSED ORDER GRANTING DEFENDANT'S MOTION FOR ADA ACCOMMODATIONS

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**THIS MATTER** is before the Court on the **Defendant's Motion for ADA Accommodation** to permit **electronic filings and remote video conferencing** due to severe documented medical conditions that substantially limit his ability to file documents in person or attend court proceedings.

**The Court, having considered the Motion, supporting evidence, and applicable law, and being otherwise sufficiently advised, ORDERS as follows:**

1. **Electronic Filing Approval:** Defendant **John R. Fouts** is permitted to submit all court filings electronically via email to the **Jefferson Family Circuit Court Clerk's Office** due to his qualifying disabilities under the **Americans with Disabilities Act (ADA) (42 U.S.C. § 12132), Section 504 of the Rehabilitation Act (29 U.S.C. § 794), and Kentucky State Law (KRS 344.010 et seq.)**.
2. **Electronic Service of Court Orders:** The Court shall serve all notices and orders to Defendant's registered email address: [fouts.john@gmail.com](mailto:fouts.john@gmail.com).



# PROPOSED ORDER GRANTING DEFENDANT'S MOTION FOR ADA ACCOMMODATIONS

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3. **Service on Opposing Party:** Defendant may serve opposing parties via email unless they specifically object.
4. **Remote Video Conferencing:** Given Defendant's **severe and unpredictable medical conditions**, all hearings, conferences, and other required proceedings shall be conducted via **remote video conferencing** as a reasonable accommodation under the **ADA** to ensure his **equal access to the legal process**.
5. **Extended Filing Deadlines:** Defendant shall be granted reasonable extensions on response deadlines as needed, due to the cognitive and physical limitations caused by his medical conditions.
6. **Judicial Compliance with Federal Law:** Denial of these accommodations would constitute a violation of **28 C.F.R. § 35.130** and **28 C.F.R. § 35.160**, which require courts to provide reasonable accommodations to individuals with disabilities.

IT IS SO ORDERED.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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JUDGE, JEFFERSON FAMILY CIRCUIT COURT

# SUPPLEMENTAL MEMORANDUM IN SUPPORT OF DEFENDANT’S MOTION FOR ADA ACCOMMODATIONS

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COMMONWEALTH OF KENTUCKY  
JEFFERSON FAMILY CIRCUIT COURT  
CIVIL DISTRICT

CASE NO.: 25-C-001707

DATE: 2025-02-18

NEW CHESTNUT RIDGE APARTMENTS LLC, et al.,  
Plaintiffs,

v.

JOHN R. FOUTS, et al.,  
Defendant.

## SUPPLEMENTAL MEMORANDUM IN SUPPORT OF DEFENDANT’S MOTION FOR ADA ACCOMMODATIONS

**COMES NOW**, Defendant **John R. Fouts**, pro se, and respectfully submits this Supplemental Memorandum in further support of his **Motion for ADA Accommodations**, filed pursuant to the **Americans with Disabilities Act (ADA) (42 U.S.C. § 12132)**, **Section 504 of the Rehabilitation Act (29 U.S.C. § 794)**, and **Kentucky State Law (KRS 344.010 et seq.)**.

### **I. INTRODUCTION**

Defendant, a **disabled individual receiving SSDI**, is medically unable to comply with standard **physical filing requirements** or attend in-person proceedings due to severe, **documented disabilities**. The requested accommodations—**electronic filing of court documents and remote video conferencing for hearings**—are both reasonable and legally required to ensure Defendant’s **full and equal access to the judicial process**.

# SUPPLEMENTAL MEMORANDUM IN SUPPORT OF DEFENDANT’S MOTION FOR ADA ACCOMMODATIONS

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## II. LEGAL AUTHORITY FOR ADA ACCOMMODATIONS

### A. Public Entities Must Provide Reasonable Accommodations

Under **Title II of the ADA**, state and local courts **must** provide **reasonable modifications** to policies and procedures when necessary to prevent discrimination against individuals with disabilities. (**42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(7)**).

Additionally, **28 C.F.R. § 35.160(a)(1)** mandates that courts **take appropriate steps to ensure communication is as effective for individuals with disabilities as for others**. This includes providing accommodations such as **electronic filing and remote access** when necessary.

Failure to provide such accommodations constitutes an **unlawful denial of access to the courts**, as reaffirmed by the U.S. Supreme Court in **Tennessee v. Lane, 541 U.S. 509 (2004)**.

### B. Electronic Filing as a Required Accommodation

Electronic filing is a widely accepted ADA accommodation in courts nationwide, particularly for **pro se litigants with severe disabilities**. Defendant’s request is consistent with **federal and state precedent** recognizing that traditional filing methods create an **undue burden** for individuals with physical limitations (**See, e.g., Hensley v. Eckerhart, 461 U.S. 424 (1983)**).

The **Kentucky Rules of Civil Procedure** do not prohibit electronic filing for **pro se litigants**, and implementing this accommodation does not impose **undue hardship** on the court.

### C. Remote Video Conferencing is a Necessary and Reasonable Accommodation

Given Defendant’s **severe and unpredictable medical conditions**, including **ME/CFS, small fiber neuropathy, and autonomic dysfunction**, traveling to court for **in-person appearances is often impossible**. Remote video conferencing is a

# **SUPPLEMENTAL MEMORANDUM IN SUPPORT OF DEFENDANT'S MOTION FOR ADA ACCOMMODATIONS**

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reasonable accommodation under the ADA to ensure Defendant's ability to fully participate in legal proceedings.

Denial of this request would constitute a **barrier to justice** and a **violation of federal disability laws**, as recognized in **Olmstead v. L.C.**, 527 U.S. 581 (1999).

## **III. MEDICAL EVIDENCE IN SUPPORT**

Defendant has provided **Exhibit A—a Medical Letter from Dr. Vaughn**—which affirms the medical necessity of **remote access accommodations** due to **severe physical limitations**.

## **IV. CONCLUSION**

For the reasons stated herein, Defendant respectfully urges this Honorable Court to:

1. **Grant the Motion for ADA Accommodations;**
2. **Permit Defendant to file all court documents electronically;**
3. **Allow Defendant to attend all hearings via remote video conferencing; and**
4. **Provide any additional accommodations necessary to ensure Defendant's full and equal access to the judicial process.**

Respectfully submitted,



**John R. Fouts, MBA**

**Defendant, Pro Se**

2904 Sitka Dr. L29

Louisville, KY 40299

Email: [Fouts.John@gmail.com](mailto:Fouts.John@gmail.com)

Fax: **502.996.8246 (HIPAA Compliant)**

## **EXHIBIT 3:**

**NEW CHESTNUT RIDGE APARTMENTS LLC  
FAILED INSPECTIONS  
PER HUD HOUSING STANDARDS**



Louisville-Jefferson County Metro Government  
Department of Codes & Regulations

Property Maintenance Division

444 S. 5th Street, Suite 200 - Louisville, KY 40202

Phone: 502-554-4695 Email: Brandon.Ellison@louisvilleky.gov

Case Number: ENF-HQS-24-01021-8003146084

4/11/2024



Page 1 of 4



Interested Party:

JOHN FOUTS

2904 SITKA DR

JEFFERSONTOWN, KY 40299



Location: 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299

Parcel: 003805500000

Client ID: 130030

**Failed Inspection Notice: Please be Present for Re-Inspection**

*LANDLORD ANNOTATION FAILED INSPECTION*

Your prior inspection has failed. Please (1) fix your violations and (2) be present for your next inspection.

Location: 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299

Your Next Inspection is Scheduled For: 04/29/2024

Time: between 8:00 AM and 4:00 PM.

If you have any questions about your next inspection please call 502.574.3619

An inspection of the property located at 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299 was conducted to determine if the unit met the required Housing Quality Standards and the Louisville Metro Property Maintenance Code and all other applicable ordinances. On Wednesday, April 10, 2024 a ANNUAL/INTERIM INSPECTION was conducted and the inspection Failed. Please see the following pages for details of the violations and above for your next inspection date.

Violations must be corrected by dates indicated on the attached list for inspection the following working day. On date listed, in the grey box above, an inspection will be done between 8:00 AM and 4:00 PM. The inspector MUST be able to gain entry to the unit to verify that the violations were corrected.

The inspector has attempted to assign a responsible party to each violation based upon their observations. However, the final determination rests between the owner and tenant. All violations must be corrected to bring the unit into compliance with Housing Quality Standards. Payments and/or program participation may be suspended for continued noncompliance.

Please be advised: If the violations are not corrected by dates listed on each violation your housing assistance payments could be abated. If this is the case, the Housing authority will contact you.

If you have questions about your assistance, other than inspection information, please call 569-6060 and not the number listed above.



**Louisville-Jefferson County Metro Government**

**Department of Codes & Regulations**

**Property Maintenance Division**

444 S. 5th Street, Suite 200 - Louisville, KY 40202



Phone: 502-554-4695 Email: Brandon.Ellison@louisvilleky.gov

Case Number: ENF-HQS-24-01021-8003146084

Page 2 of 4

**NOTICE:** On January 31, 2022 HUD published PIH Notice 2022-01. This notice requires all units receiving HUD funding which have a fuel-burning appliance, fuel-burning fireplace, fuel-burning furnace, fuel-burning water heater, and/or attached garage to have Carbon Monoxide (CO) detector(s) installed in the unit. HUD will enforce this, beginning December 27, 2022. Please ensure compliance with this directive in advance of that date.

Units constructed after January 1, 2019, require hard-wired detectors. Units constructed prior to this date may substitute 10-year lithium battery detectors.

Brandon Ellison

Inspector

502-554-4695

Brandon.Ellison@louisvilleky.gov





Department of Codes & Regulations

Property Maintenance Division

444 S. 5th Street, Suite 200 - Louisville, KY 40202

Phone: 502-554-4695 Email: Brandon.Ellison@louisvilleky.gov

Case Number: ENF-HQS-24-01021-8003146084

Page 3 of 4



Violations

Not Due

13 - ELECT. RECEPTACLE OUTLET(S) - {156.184-B}

Inspector Comments: several loose outlets plugs fall from wall. Several plugs work intermittently must repair or replace.

{156.184-B}

Responsible: Owner

Subject violation needs to be in compliance on 4/27/2024

New Violation

100 - INOPERABLE MECHANICAL EQUIP. - {156.182-A}

Inspector Comments: light under microwave is not working. replace light.

{156.182-A}

Responsible: Owner

Subject violation needs to be in compliance on 5/10/2024



05 - BATHTUB/ShOWER - {156.151-A,B,C -156.155-A - 156.153-A - 156.054-C-2 - 156.154-C, I

Inspector Comments: shower stand loose in wall, spout fixture, and head bathtub faucet pressure is very low.

{156.151-A,B,C -156.155-A - 156.153-A - 156.054-C-2 - 156.154-C, D}

Responsible: Owner

Subject violation needs to be in compliance on 4/27/2024

New Violation



07 - DOOR (EXTERIOR) - {156.053-O-1, 156.053-O-2}

Inspector Comments: Will not latch Hardware out of adjustment patio door

{156.053-O-1, 156.053-O-2}

Responsible: Owner

Not Due





**Louisville-Jefferson County Metro Government**

**Department of Codes & Regulations**

**Property Maintenance Division**

444 S. 5th Street, Suite 200 - Louisville, KY 40202

Phone: 502-554-4695 Email: Brandon.Ellison@louisvilleky.gov

Case Number: ENF-HQS-24-01021-8003146084

Subject violation needs to be in compliance on 4/27/2024



Page 4 of 4



Louisville-Jefferson County Metro Government

Department of Codes & Regulations

Property Maintenance Division

444 S. 5th Street, Suite 200 - Louisville, KY 40202

Phone: (502)773-2077 Email: Terry.Rothman@louisvilleky.gov

Case Number: ENF-HQS-24-01021-8003146084

DKA



Page 1 of 3

11/1/2024

Interested Party:

JOHN FOUTS

2904 SITKA DR

JEFFERSONTOWN, KY 40299

Location: 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299

Parcel: 003805500000

Client ID: 130030

**Failed Inspection Notice: Please be Present for Re-Inspection**

*LANDLORD FAILED TO FIX INSPECTION ITEMS*

Your prior inspection has failed. Please (1) fix your violations and (2) be present for your next inspection.

Location: 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299

Your Next Inspection is Scheduled For: 12/02/2024

Time: between 8:00 AM and 4:00 PM.

If you have any questions about your next inspection please call 502.574.3619

*ON DEC. 4th → STILL MANY CORROSIONS → SEE PICS  
ON SAN. 11-12, 2025 → EVEN STILL ROTAW CRACKING ON  
BLOOROA WALL*

An inspection of the property located at 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299 was conducted to determine if the unit met the required Housing Quality Standards and the Louisville Metro Property Maintenance Code and all other applicable ordinances. On Thursday, October 31, 2024 a ANNUAL/INTERIM INSPECTION was conducted and the inspection Failed. Please see the following pages for details of the violations and above for your next inspection date.

Violations must be corrected by dates indicated on the attached list for inspection the following working day. On date listed, in the grey box above, an inspection will be done between 8:00 AM and 4:00 PM. The inspector MUST be able to gain entry to the unit to verify that the violations were corrected.

The inspector has attempted to assign a responsible party to each violation based upon their observations. However, the final determination rests between the owner and tenant. All violations must be corrected to bring the unit into compliance with Housing Quality Standards. Payments and/or program participation may be suspended for continued noncompliance.

Please be advised: If the violations are not corrected by dates listed on each violation your housing assistance payments could be abated. If this is the case, the Housing authority will contact you.

If you have questions about your assistance, other than inspection information, please call 569-6060 and not the number listed above.



**Louisville-Jefferson County Metro Government**  
**Department of Codes & Regulations**

**Property Maintenance Division**  
444 S. 5th Street, Suite 200 - Louisville, KY 40202



Phone: (502)773-2077 Email: Terry.Rothman@louisvilleky.gov

Case Number: ENF-HQS-24-01021-8003146084

Page 2 of 3

**NOTICE:** On January 31, 2022 HUD published PIH Notice 2022-01. This notice requires all units receiving HUD funding which have a fuel-burning appliance, fuel-burning fireplace, fuel-burning furnace, fuel-burning water heater, and/or attached garage to have Carbon Monoxide (CO) detector(s) installed in the unit. HUD will enforce this, beginning December 27, 2022. Please ensure compliance with this directive in advance of that date.

Units constructed after January 1, 2019, require hard-wired detectors. Units constructed prior to this date may substitute 10-year lithium battery detectors.

Terry Rothman

Inspector

(502)773-2077

Terry.Rothman@louisvilleky.gov



**Louisville-Jefferson County Metro Government**  
**Department of Codes & Regulations**

**Property Maintenance Division**

444 S. 5th Street, Suite 200 - Louisville, KY 40202

Phone: (502)773-2077 Email: Terry.Rothman@louisvilleky.gov

Case Number: ENF-HQS-24-01021-8003146084

Page 3 of 3

**Violations**

New Violation

**I17 - PEST INFESTATION OF INTERIOR - {156.056-A,B,C,D}**

**Inspector Comments: Must treat and remove roaches  
{156.056-A,B,C,D}**

**Responsible: Owner**

**Subject violation needs to be in compliance on 11/30/2024**



DEPARTMENT OF CODES & REGULATIONS

444 SOUTH 5TH STREET, STE. 200  
LOUISVILLE, KENTUCKY 40202

73 ITK-MMB 40299



Hasler

11/06/2024

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XX11-07-2024 CTN DH 452 30.00

*Rec'd*

*11-8-2024*





Louisville-Jefferson County Metro Government

Department of Codes & Regulations

Property Maintenance Division

444 S. 5th Street, Suite 200 - Louisville, KY 40202

Phone: (502)773-2077 Email: Terry.Rothman@louisvilleky.gov

Case Number: ENF-HQS-24-01021-8003146084

3/29/2024



Page 1 of 3



Interested Party:

JOHN FOUTS

2904 SITKA DR

JEFFERSONTOWN, KY 40299



Location: 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299

Parcel: 003805500000

Client ID: 130030

**Failed Inspection Notice: Please be Present for Re-Inspection**

Your prior inspection has failed. Please (1) fix your violations and (2) be present for your next inspection.

Location: 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299

Your Next Inspection is Scheduled For: 04/29/2024

Time: between 8:00 AM and 4:00 PM.

If you have any questions about your next inspection please call 502.574.3619

An inspection of the property located at 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299 was conducted to determine if the unit met the required Housing Quality Standards and the Louisville Metro Property Maintenance Code and all other applicable ordinances. On Thursday, March 28, 2024 a ANNUAL/INTERIM INSPECTION was conducted and the inspection Failed. Please see the following pages for details of the violations and above for your next inspection date.

Violations must be corrected by dates indicated on the attached list for inspection the following working day. On date listed, in the grey box above, an inspection will be done between 8:00 AM and 4:00 PM. The inspector MUST be able to gain entry to the unit to verify that the violations were corrected.

The inspector has attempted to assign a responsible party to each violation based upon their observations. However, the final determination rests between the owner and tenant. All violations must be corrected to bring the unit into compliance with Housing Quality Standards. Payments and/or program participation may be suspended for continued noncompliance.

Please be advised: If the violations are not corrected by dates listed on each violation your housing assistance payments could be abated. If this is the case, the Housing authority will contact you.

If you have questions about your assistance, other than inspection information, please call 569-6060 and not the number listed above.



**Louisville-Jefferson County Metro Government**

**Department of Codes & Regulations**

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Page 2 of 3

**NOTICE:** On January 31, 2022 HUD published PIH Notice 2022-01. This notice requires all units receiving HUD funding which have a fuel-burning appliance, fuel-burning fireplace, fuel-burning furnace, fuel-burning water heater, and/or attached garage to have Carbon Monoxide (CO) detector(s) installed in the unit. HUD will enforce this, beginning December 27, 2022. Please ensure compliance with this directive in advance of that date.

Units constructed after January 1, 2019, require hard-wired detectors. Units constructed prior to this date may substitute 10-year lithium battery detectors.

Terry Rothman

Inspector

(502)773-2077

Terry.Rothman@louisvilleky.gov

LANDLORD  
VIOLATIONS



Louisville-Jefferson County Metro Government

Department of Codes & Regulations

Property Maintenance Division

444 S. 5th Street, Suite 200 - Louisville, KY 40202

Phone: (502)773-2077 Email: Terry.Rothman@louisvilleky.gov

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Page 3 of 3

Violations

E03 - ELECT. RECEPTACLE OUTLET(S) - {156.184-B}

New Violation

Inspector Comments: several loose outlets plugs fall from wall. Several plugs work intermittently must repair or replace.

{156.184-B}

Responsible: Owner

Subject violation needs to be in compliance on 4/27/2024

T05 - BATHTUB/ShOWER - {156.151-A,B,C -156.155-A - 156.153-A - 156.054-C-2 - 156.154-C, D}

New Violation

Inspector Comments: shower stand loose in wall, spout fixture, and head  
{156.151-A,B,C -156.155-A - 156.153-A - 156.054-C-2 - 156.154-C, D}

Responsible: Owner

Subject violation needs to be in compliance on 4/27/2024



X07 - DOOR (EXTERIOR) - {156.053-O-1, 156.053-O-2}

New Violation

Inspector Comments: Will not latch Hardware out of adjustment patio door  
{156.053-O-1, 156.053-O-2}

Responsible: Owner

Subject violation needs to be in compliance on 4/27/2024





LOUISVILLE METRO HOUSING AUTHORITY  
600 S. 7TH STREET  
LOUISVILLE, KY 40203

[www.lmha1.org](http://www.lmha1.org)

Office: 502-569-6060

Fax: 502-587-1027

TDD: 502-587-0381

May 1, 2024

John Fouts  
2904 Sitka Dr 29  
Louisville, KY 40299  
Tenant Code: 130030

New Chestnut Ridge Apartments LLC  
9601 Balsam Way  
Louisville, KY 40299  
Owner Code: s412817

Dear John Fouts and New Chestnut Ridge Apartments LLC:

RE: Suspension and Loss of Assistance Payments for Unit Noncompliance for:  
2904 Sitka Dr 29 Louisville, KY 40299

*LANDLORD FAILED AND INSPECTION + FAILED LOSS OF PMT →  
LOST ONE REASON FOR RETENTION + DISCRIMINATION*

We recently received a copy of the letter sent to you by the Dept. of Codes & Regulations to advise you that the unit referenced above failed a second consecutive Annual or Complaint Inspection for the Housing Choice Voucher program. Currently the unit does not meet program requirements for participation in the Housing Choice Voucher program. However, we are going to delay removal of this unit from the program and are providing you a final opportunity to repair this unit. Please be advised that payments for this unit have been temporarily suspended and no further payments will be made until confirmation that repairs have been made is provided as noted below. Abatements are effective the first day of the month. If your unit failed after our payment processing, you will see this payment removed from your account on our next processing day.

Additionally, please be advised that failure to make the necessary repairs and provide confirmation will result in forfeiture of rental assistance payments to the date that the LMHA is notified that all required repairs have been made. Further, if the unit is not brought into compliance in a reasonable period of time, then the unit will be removed from the Housing Choice Voucher program. In order to avoid lost revenues we strongly urge you to take care of this matter immediately and make the required written notification to the LMHA. Tenant violations not corrected may lead to termination of the participant's voucher.

We ask that repairs be made, and written confirmation be provided from the Landlord to this office immediately. The written confirmation can be sent to 600 S. 7th Street, Louisville, KY 40203, or faxed to 587-7322, or e-mailed to [Roseberry@LMHA1.org](mailto:Roseberry@LMHA1.org) and/or [mjordan@lmha1.org](mailto:mjordan@lmha1.org). After receipt of your written confirmation, we will schedule another inspection. Once the unit is certified to be in compliance with Housing Quality Standards the suspension of housing assistance payments will be removed, and payments will resume effective with date of repairs/confirmation. Confirmation must be in writing - will not be accepted by phone or phone message.

Respectfully,

Mark Roseberry and Peggy Jordan  
Customer Service Ombudsman/Field Representative  
HCV-RL-2ndfailinsp

Notice of Right of Reasonable Accommodation: If you or someone else in your household has a disability - and as a result of this disability, this person needs a reasonable accommodation in order to participate fully in the Housing Choice Voucher Program - please contact the Housing Authority to discuss accommodation options. (Revised RR 1/2015)



# **EXHIBIT 2:**

## **MISMANAGEMENT AND BASELESS CLAIMS BY NEW CHESTNUT RIDGE APARTMENTS LLC**

(STATION J-TOWN / VIDA-MANAGEMENT, INC.)

## Exhibit: 2

# Mismanagement and Baseless Claims by Station J-Town / Vida-Management, Inc. Formerly Chestnut Ridge Apts Regarding Active Renters Insurance Policy

---

### Introduction Section

This exhibit highlights improper management practices by Station J-Town/Vida Management, including baseless claims of non-compliance with renters insurance requirements, despite documented evidence of an active policy in place. **This behavior reflects systemic mismanagement, administrative failure, and potential retaliation against a tenant with disabilities, further violating ADA protections and fair housing laws. The exhibit includes:**

- 
1. The flyer alleging a violation of renters insurance requirements.
  2. Proof of active renters insurance coverage from State Farm.
  3. Email evidence and prior communications showing compliance with the insurance requirement.
- 

*These actions represent **undue harassment and retaliation, significantly impacting the tenant's ability to maintain housing security and peace of mind, especially in light of ongoing legal proceedings and documented disabilities.***

---

## Exhibit:

# Mismanagement and Baseless Claims by Station J-Town / Vida-Management, Inc. Formerly Chestnut Ridge Apts Regarding Active Renters Insurance Policy

---

### ADA Compliance

*As required under the Americans with Disabilities Act (ADA), tenants with disabilities are entitled to reasonable accommodations in all aspects of housing, including accessible communication and protections against discriminatory practices.*

Station J-Town/Vida Management's repeated failures to provide accurate, timely, and accessible communication have created substantial barriers to maintaining secure housing. These failures constitute a violation of federal law and require immediate correction.

---

### Right to Amend

*The plaintiff expressly reserves the right to amend or supplement this exhibit with additional evidence, arguments, or legal claims as new information arises or circumstances evolve during the course of litigation.*

---

### Violations of Law

The actions detailed in this exhibit represent violations of the following:

1. **Fair Housing Act (FHA):** Discriminatory practices targeting tenants with disabilities.
2. **Americans with Disabilities Act (ADA):** Failure to accommodate disability-related needs in communication and management practices.
3. **Olmstead Act:** Systemic neglect and retaliatory actions that impede the ability to maintain integrated and stable housing.

## **Exhibit:**

# **Mismanagement and Baseless Claims by Station J-Town / Vida-Management, Inc. Formerly Chestnut Ridge Apts Regarding Active Renters Insurance Policy**

4. **Racketeer Influenced and Corrupt Organizations Act (RICO):** Pattern of retaliatory and coercive actions amounting to systemic harm.
5. **Color of Law Violations:** Abuse of authority to create and perpetuate harm under the guise of legal and administrative compliance.

---

This exhibit directly relates to the following docketed items:

1. **[4] Motion for Preliminary Injunction:** Evidence of retaliatory practices necessitating immediate court intervention.
2. **[14] First Motion to Compel Defendants to Accommodate Disability Needs Under the ADA:** Demonstrates systemic ADA violations requiring corrective action.
3. **[28] Exhibit – Unjust Lease Termination and Housing Crisis Violations:** Additional evidence of housing-related harm and mismanagement.
4. **[34] Supplemental Brief on Structural Abuse and Systemic Failures:** Illustrates ongoing harm caused by retaliatory and discriminatory practices in housing.



John Fouts &lt;fouts.john@gmail.com&gt;

## Response to Renters Insurance Violation Flyer – Retaliation Must Stop and Immediate Clarification Is Demanded and Required - 2025-01-14 - John R. Fouts - 2904 Sitka Drive L29 Louisville, KY

1 message

John Fouts &lt;fouts.john@gmail.com&gt;

Tue, Jan 14, 2025 at 9:35 PM

To: Station Jtown &lt;stationjtown@vida-management.com&gt;, Teresa Ramon &lt;tramon@vida-management.com&gt;, Lauren Stallings &lt;lstallings@vida-management.com&gt;

Cc: "Toews, James (HHS/OCR) (CTR)" &lt;James.Toews@hhs.gov&gt;, "Colomb, Amelia (OS/OMHA)" &lt;Amelia.Colomb@hhs.gov&gt;, Deborah Gilbert &lt;gilbert@lmha1.org&gt;

**Subject:** Response to Renters Insurance Violation Flyer – Retaliation and Immediate Clarification Required

**Attn: Station J-Town and Vida-Management, Inc. Management,**

I am writing regarding the flyer I received this morning laying outside my door alleging a violation related to renters insurance.

January 14, 2025 at 7:02 AM

Jeffersontown - 2,901 of 2,930



**EXHIBIT - MISMANAGEMENT AND BASELESS CLAIMS BY STATION J-TOWN / VIDA-MANAGEMENT, INC.**

**FORMERLY CHESTNUT RIDGE APTS**

**REGARDING ACTIVE RENTERS INSURANCE POLICY**



**VIDA**

## Notice of Renter Insurance Violation

Date: 1/11/2025

Address: 2904 Sitka Dr. #L 2A

Louisville, KY 40299

Dear Resident(s),

According to our records, we do not have a proper renter's insurance policy on file for your home. Under the terms of your lease agreement, residents are required to maintain renter's insurance for the entire term of the lease agreement and any subsequent renewals. A proper renter's insurance policy is unexpired with all residents over 18 insured, your address listed including the apartment number, and our leasing office as an additional interest in the policy.

You can procure renter's insurance from a provider of your choice. As a resident with Station Jtown, you are automatically preapproved for a renters insurance policy through ResidentSheild. You can view different policy information and pricing options at [www.residentsheild.com](http://www.residentsheild.com). By purchasing your policy with ResidentSheild, your account will be automatically updated to save you time and effort.

Feel free to stop by our office for an informative brochure with details on the benefits offered with ResidentSheild.

If you have selected coverage through another provider, please provide the 'declarations' page of your policy to our leasing office so we can update our records.

If your policy is not updated by 1/27/2025, we will automatically enroll any uninsured residents into our \$15/month master policy. This policy will then remain in effect until a personal policy is provided.

If you have any questions, please contact our leasing office. We will be happy to help in any way we can!

Thank you for your cooperation.

Sincerely,

Station JTown



57 Union Street South • Concord, North Carolina 28025  
[www.vida-management.com](http://www.vida-management.com) • [info@vida-management.com](mailto:info@vida-management.com)

John R. Fouts  
2025-01-14

I DON'T UNDERSTAND WHY  
I RECD THIS - I HAD TO  
PROVE I HAD RENTERS INS  
MEETING NEEDS OF STATION  
J-TOWN BY I COULD SIGN  
LEASE - KENT CURRENT- STILL  
ACDCE

Rec'd  
outside door  
Jan. 14, 2025  
in a.m. →  
Our door was the  
only door w/ flyer

THERE IS NO VIOLATION

NOT SURE WHO SIGNED THE BASELESS CLAIMS DOCUMENT REGARDING  
RENTERS INSURANCE - IT IS NOT POSSIBLE TO READ THE SIGNATURE AND  
THERE IS NO PRINTED TYPE.

ALSO - THE LETTER IS DATED 1/11/2025 - HOWEVER - IT WAS LEFT AT MY DOOR  
ON 1/14/2025



Regarding some kind of renters insurance violation - such a claim is **entirely baseless**, as **I have maintained an active renters insurance policy with State Farm, which was established per your requirements before my lease was signed.**

The timing of this baseless false claim, alongside the non-renewal of my lease effective February 8, 2025 without any cause or reason, and the imminent expiration of my voucher on January 31, 2025, raises significant concerns about levels of retaliatory behavior and systemic failures involving Station J-Town and Vida-Management, Inc.

These concerns are further compounded by the earlier repeated failed inspections at Station J-Town, by LMHA, which **clearly demonstrate a pattern of negligence and retaliatory conduct.**

-----  
-----  
To address this, specifically, this matter, I am requesting:

- -----
1. **Immediate correction of your records to reflect my compliance with renters insurance requirements.**
  2. **A written acknowledgment of this email and attached documentation as part of my ADA accommodation request.**
  3. **Confirmation that no penalties, adverse actions, or retaliatory measures will be pursued regarding this matter.**
- -----

Please find attached documentation confirming my renters insurance coverage, including:

1. A copy of my current State Farm renters insurance policy.
  2. Relevant prior communications and records demonstrating compliance 100% of the time living here at Station J-Town
- -----

**This situation exacerbates the undue stress and harm caused by the retaliatory non-renewal of my lease, the looming voucher expiration, and the ongoing discriminatory practices against a disabled person and disabled child. These actions further violate federal protections under the ADA, Olmstead Act, and other statutes that guarantee my right to stable housing without retaliation or discrimination.**

*As a reminder, I require all communications to be provided in writing via email, fax, or mail, as per my ADA accommodations.*

**\*\*\*\*\* Given the urgency of this matter, I request confirmation and resolution no later than end of business day January 16th, 2025. \*\*\*\*\***

**I am copying Amelia Colomb and James Toews, federal investigators currently reviewing the broader systemic violations impacting my case.**

**Their oversight ensures transparency and accountability in addressing these critical matters as part of an ongoing federal investigation into widespread systemic failures and violations.**

**I've also included Deborah Gilbert regarding courtesy copy as she oversees the Fair Housing Ordinance Compliance at LMHA.**

**Thank you for your immediate attention to this issue.**

Sincerely,

John R. Fouts, MBA  
2904 Sitka Dr., Apt. L29  
Louisville, KY 40299

Email: [Fouts.John@gmail.com](mailto:Fouts.John@gmail.com)  
Fax: 502.996.8246

CC:  
*Amelia Colomb (amelia.colomb@hhs.gov)*  
*James Toews (james.toews@hhs.gov)*

---

**2 attachments**



**EXHIBIT-STATION-JTOWN-VIDA-MANAGEMENT-CLAIMS-RENTERS-INSURANCE-VIOLATION-BUT-STATE-FARM-POLICY-IN-EFFECT-2904-SITKA-DR-L29-JRF.pdf**  
838K



**EXHIBIT-STATION-JTOWN-VIDA-MANAGEMENT-CLAIMS-RENTERS-INSURANCE-VIOLATION-BUT-STATE-FARM-POLICY-IN-EFFECT-2904-SITKA-DR-L29-JRF-2024-Email-Feb-Pt-1.pdf**  
195K



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- For questions or technical issues, [contact us](#).
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## Categories

- Auto
- Billing/Payments
- Renters

Time Period  
Currently Active

## Date AddedType

Renters		
11/25/2024	Renewal Notice - Renters Renewal	<a href="#">View (1)</a>
02/09/2024	Policy Notice - 2904 SITKA DR # 29 LOUISVILLE KY	<a href="#">View (1)</a>

Chat

Like a good neighbor, State Farm is there.®

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**EXHIBIT - MISMANAGEMENT AND BASELESS CLAIMS BY STATION J-TOWN / VIDA-MANAGEMENT, INC.**

**FORMERLY CHESTNUT RIDGE APTS**

**REGARDING ACTIVE RENTERS INSURANCE POLICY**

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Do Not Sell or Share My Personal Information (CA residents only)

WA My Health Notice (consumer/customer)

WA My Health Notice (B2B/Agent/job applicant)

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PO Box 2356  
Bloomington IL 61702-2356



H-11-1B6B-FA9B F H4

FOUTS, JOHN R  
2904 SITKA DR # 29  
LOUISVILLE KY 40299-3051

## RENEWAL DECLARATIONS

**AMOUNT DUE:** None

**Payment is due by** BILLED THROUGH SFPP

**Policy Number:** 17-K5-3262-0

**Policy Period:** 12 Months

**Effective Dates:** FEB 08 2025 to FEB 08 2026

The policy period begins and ends at 12:01 am standard time at the residence premises.

**Your State Farm Agent**

WILL FLOWERS

1407 CRYSTAL DR E STE I

LA GRANGE KY 40031-1456

**Phone:** (502) 222-0105

### Renters Policy

#### Location of Residence Premises

2904 SITKA DR # 29  
LOUISVILLE KY 40299-3051

#### Automatic Renewal

If the **POLICY PERIOD** is shown as **12 MONTHS**, this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

### IMPORTANT MESSAGES

Please see Additional Messages for KY Municipal Tax/Collection Fee information.

### PREMIUM

Annual Premium	\$142.00
KY Revenue Surcharge	2.56
KY Mncpl Tax/Col Fee	8.17

*Your premium has already been adjusted by the following:*

Home/Auto Discount	Claim Record Discount
Loyal Customer	

<b>Total Premium</b>	<b>\$152.73</b>
----------------------	-----------------



**NAMED INSURED**

**MORTGAGEE AND ADDITIONAL INTERESTS**

FOUTS, JOHN R

**SECTION I - PROPERTY COVERAGES AND LIMITS**

<b>Coverage</b>	<b>Limit of Liability</b>
B Personal Property	\$ 37,000
C Loss of Use	\$ 33,300
<b>Additional Coverages</b>	
Arson Reward	\$1,000
Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	\$1,000
Debris Removal	Additional 5% available
Fuel Oil Release	\$10,000
Locks and Remote Devices	\$1,000
Trees, Shrubs, and Landscaping	10% of Coverage B amount/\$750 per item

**SECTION II - LIABILITY COVERAGES AND LIMITS**

<b>Coverage</b>	<b>Limit of Liability</b>
L Personal Liability (Each Occurrence)	\$ 100,000
Damage to the Property of Others	\$ 1,000
M Medical Payments to Others (Each Person)	\$ 1,000

**INFLATION**

Inflation Coverage Index: 315.7

**DEDUCTIBLES**

<b>Section I Deductible</b>	<b>Deductible Amount</b>
All Losses	\$ 500

**LOSS SETTLEMENT PROVISIONS**

B1 Limited Replacement Cost - Coverage B

17-K5-3262-0



**FORMS, OPTIONS, AND ENDORSEMENTS**

H4-2117 Renters Policy  
HO-2254.1 Amendatory Endorsement

**ADDITIONAL MESSAGES**

**Kentucky Municipal Tax/Collection Fee Information**

County: JEFFERSON Tax/Fee: \$ 0.00 City: JEFFERSONTOWN Tax/Fee: \$ 8.17

If you have questions regarding your Kentucky Municipal Tax charges, please contact your State Farm Agent.

State Farm® works hard to offer you the best combination of price, service, and protection. The amount you pay for homeowners insurance is determined by many factors such as the coverages you have, the type of construction, the likelihood of future claims, and information from consumers reports.

**Other limits and exclusions may apply - refer to your policy**

Your policy consists of these Declarations, the Renters Policy shown above, and any other forms and endorsements that apply, including those shown above as well as those issued subsequent to the issuance of this policy.

This policy is issued by the State Farm Fire and Casualty Company.

**Participating Policy**

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Michelle Mancias*  
Secretary

*John Farney*  
President





---

**Your coverage amount....**

It is up to you to choose the coverage and limits that meet your needs. We encourage you to periodically review your coverages and limits with your agent.

## NOTICE TO POLICYHOLDER

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes that you requested before the "Date Prepared" on your Renewal Declarations are effective on the renewal date of this policy unless indicated otherwise by a separate endorsement, binder or Amended Declarations Page. Any coverage forms or endorsements included with your Renewal Declarations are effective on the renewal date of this policy.

Policy changes that you requested after the "Date Prepared" on your Renewal Declarations will be sent to you as an Amended Declarations Page or as an endorsement to your policy. You will be billed for any resulting premium increase later.

If you have acquired any valuable property items, made any improvements to your home, or have questions about your insurance coverage, please contact your State Farm® agent.

553-4157 (C)

553-3143

## IMPORTANT NOTICE . . . Information Regarding Your Premium

Claims and information from other State Farm® policies in your household may have been used to determine the premium shown. A policy may be considered "in your household" if, according to our records, the policy has a name and address in common with this policy.

Consumer reports may also be used to determine the price you are charged. We may obtain and use a credit-based insurance score developed from information contained in these reports. We may use a third party in connection with the development of your insurance score.

553-3143 (C) (10/09)

553-2798.1

## IMPORTANT NOTICE ABOUT YOUR POLICY

With our Claim Record Rating Plan, your savings will typically increase the fewer claims you have and the longer you're insured with State Farm®. We adjust premiums based on the number of claims under the rating plan. Depending on your state, claims under the plan generally include those resulting in a paid loss and may include weather-related claims where permitted. In addition, any claims with your prior insurer resulting in property damage or injury may also influence your premium.

Our Loyal Customer Discount provides a premium discount based on the number of years that you have been with us.

For more information about whether the Claim Record Rating Plan applies in your state, the claims we consider for the plan, or whether the Loyal Customer Discount is in effect in your state, please contact your State Farm agent.

553-2798.1

(CONTINUED)

## **PREMIUM ADJUSTMENT**

Insurance premiums have been adjusted and continue to reflect the expected cost of claims. Some policyholders will see their premiums increase while other policyholders may see their premiums decrease or stay the same. The amount your premium changed, if at all, depends on several factors including the expected claim experience in your area, the coverage you have, and any applicable discounts or charges.

The enclosed Renewal Declarations reflects your new premium.

State Farm® works hard to offer you the best combination of cost, protection, and service. We will continue doing our best to make the most effective use of your premium dollars and give you superior service when you need it.

If you have any questions about your premium, or policy coverages, please contact your State Farm agent.

553-4156

Po Box 2356  
Bloomington IL 61702-2356



AT2 H-11-1B6B-FA9B F H4  
3201  
FOUTS, JOHN R  
2904 SITKA DR # 29  
LOUISVILLE KY 40299-3051

BALANCE DUE NOTICE

AMOUNT DUE: SEE NOTE  
Payment is due by SEE NOTE

Policy Number: 17-K5-3262-0  
Policy Period: 12 Months  
Effective Dates: FEB 8 2024 to FEB 8 2025

Your State Farm Agent  
WILL FLOWERS  
1407 CRYSTAL DR E STE I  
LA GRANGE KY 40031-1456

Phone: (502) 222-0105

Location of Residence Premises  
2904 SITKA DR # 29  
LOUISVILLE KY 40299-3051

IMPORTANT MESSAGES

Full payment by Date Due continues this policy to FEB 8 2025  
Note: Do not pay. Payment is being made through State Farm Payment Plan. Account # 1466653211

Thanks for letting us serve you!

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Prepared: FEB 09 2024

Please fold and tear here

Power To Pay  
Your Way

Online  
statefarm.com/pay

Mobile  
Use the  
State Farm mobile app

Call  
Automated Line: 800-440-0998  
Your agent: (502) 222-0105

Mail  
Send us a  
check

Visit your  
State Farm  
agent

Key code: 44 2518 9233

HO - RENTERS



Insured Name: FOUTS, JOHN R  
Policy Number: 17-K5-3262-0

1109404146

AMOUNT DUE: SEE NOTE  
Please pay by SEE NOTE

Make payment to State Farm

17-K5-3262-0 60 000060 H FEB 09 2024 3201 11

**EXHIBIT 2: MISMANAGEMENT AND BASELESS CLAIMS BY NEW CHESTNUT RIDGE APARTMENTS LLC  
(STATION J-TOWN / VIDA-MANAGEMENT, INC.)**

Po Box 2356  
Bloomington IL 61702-2356



AT2 H-11-1B6B-FA9B F H4  
3201  
FOUTS, JOHN R  
2904 SITKA DR # 29  
LOUISVILLE KY 40299-3051

DECLARATIONS

AMOUNT DUE: None

Payment is due by BILLED THRU SFPP

Policy Number: 17-K5-3262-0  
Replaces Number 17-KU-4122-2

Policy Period: 12 Months  
Effective Dates: FEB 8 2024 to FEB 8 2025  
The policy period begins and ends at 12:01 am standard time at the residence premises.

Your State Farm Agent  
WILL FLOWERS  
1407 CRYSTAL DR E STE I  
LA GRANGE KY 40031-1456

Phone: (502) 222-0105

RENTERS POLICY

Location of Residence Premises  
2904 SITKA DR # 29  
LOUISVILLE KY 40299-3051

Automatic Renewal

If the **POLICY PERIOD** is shown as **12 MONTHS**, this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

IMPORTANT MESSAGES

Please see Additional Messages for KY Municipal Tax/Collection Fee Information.

PREMIUM

Annual Premium	\$ 144.00
KY Mncpl Tax/Col Fee	\$ 8.28
KY Revenue Surchg	\$ 2.59
Your premium has already been adjusted by the following:	
Home/Auto	
Claim Record	
Loyal Customer	
Total Premium	\$ 154.87

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60  
17-K5-3262-0



NAMED INSURED	MORTGAGEE AND ADDITIONAL INTERESTS
FOUTS, JOHN R	

SECTION I - PROPERTY COVERAGES AND LIMITS

Coverage	Limit of Liability
B Personal Property	\$ 36,000
C Loss of Use	\$ 32,400
Additional Coverages	
Arson Reward	\$1,000
Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	\$1,000
Debris Removal	Additional 5% available
Fuel Oil Release	\$10,000
Locks and Remote Devices	\$1,000
Trees, Shrubs, and Landscaping	10% of Coverage B amount/\$750 per item

SECTION II - LIABILITY COVERAGES AND LIMITS

Coverage	Limit of Liability
L Personal Liability (Each Occurrence)	\$ 100,000
Damage to the Property of Others	\$ 1,000
M Medical Payments to Others (Each Person)	\$ 1,000

INFLATION

Inflation Coverage Index: 307.8
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DEDUCTIBLES

Section I Deductible	Deductible Amount
All Losses	\$ 500

LOSS SETTLEMENT PROVISIONS

B1 Limited Replacement Cost - Coverage B
--

FEB 09 2024

o1F1081A

17-K5-3262-0



**FORMS, OPTIONS, AND ENDORSEMENTS**

H4-2117 Renters Policy  
HO-2254.1 Amendatory Endorsement

**ADDITIONAL MESSAGES**

**Kentucky Municipal Tax/Collection Fee Information**

County: JEFFERSON Tax/Fee: \$ 0.00 City: JEFFERSONTOWN Tax/Fee: \$ 8.28  
If you have questions regarding your Kentucky Municipal Tax charges, please contact your State Farm Agent.

State Farm® works hard to offer you the best combination of price, service, and protection. The amount you pay for homeowners insurance is determined by many factors such as the coverages you have, the type of construction, the likelihood of future claims, and information from consumers reports.

**Other limits and exclusions may apply - refer to your policy**

Your policy consists of these Declarations, the Renters Policy shown above, and any other forms and endorsements that apply, including those shown above as well as those issued subsequent to the issuance of this policy.

This policy is issued by the State Farm Fire and Casualty Company.

**Participating Policy**

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Youell*  
Secretary

*Michael J. Tipton*  
President



**EXHIBIT 2: MISMANAGEMENT AND BASELESS CLAIMS BY NEW CHESTNUT RIDGE APARTMENTS LLC  
(STATION J-TOWN / VIDA-MANAGEMENT, INC.)**

## RENTERS AMENDATORY ENDORSEMENT (Kentucky)

This endorsement modifies insurance provided under the following: RENTERS POLICY

### DEFINITIONS

Under the definition of "**business**", item d. is replaced by the following:

**Business** does not include:

- d. the ownership, maintenance, or use of systems and equipment used to generate electrical power, if:
  - (1) the power generated is intended primarily for consumption on the **residence premises**; and
  - (2) any resulting income is incidental, including but not limited to:
    - (a) utility bill credits; or
    - (b) incidental income; derived from sending excess power back to the electricity grid; or

The definition of "**occurrence**" is replaced by the following:

"**occurrence**", when used in Section II of this policy, means an accident, including accidental exposure to conditions, which first results in:

- a. **bodily injury**; or
- b. **property damage**;

during the policy period. All **bodily injury** and **property damage** resulting from one accident, series of related accidents, or from continuous or repeated exposure to the same general conditions is considered to be one **occurrence**.

### SECTION I – PROPERTY COVERAGES

#### SECTION I – ADDITIONAL COVERAGES

The following is added to **Volcanic Action**:

When applicable, the following coverages apply to a loss covered by **Volcanic Action**:

- a. **COVERAGE C – LOSS OF USE**; and
- b. **SECTION I – ADDITIONAL COVERAGES**.

The following is added to **Collapse**:

When applicable, the following coverages apply to a loss covered by **Collapse**:

- a. **COVERAGE C – LOSS OF USE**; and
- b. **SECTION I – ADDITIONAL COVERAGES**.

The following is added to **Fuel Oil Release**:

When applicable, the following coverages apply to a loss covered by **Fuel Oil Release**:

- a. **COVERAGE C – LOSS OF USE**; and

#### b. SECTION I – ADDITIONAL COVERAGES.

Any payments made for these coverages are included in, and not in addition to, the \$10,000 limit of insurance for **Fuel Oil Release**.

### SECTION II – LIABILITY COVERAGES

#### SECTION II – ADDITIONAL COVERAGES

The following is added to **Damage to Property of Others**:

- d. Under **SECTION II – EXCLUSIONS**, exclusion 2.c. does not apply to the coverage provided by **Damage to Property of Others**.

### SECTION II – EXCLUSIONS

Under **SECTION II – EXCLUSIONS**, 1.p. is replaced by the following:

- 1. Coverage L and Coverage M do not apply to:

- p. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of systems and equipment used to generate electrical power, unless:

- (1) the power generated is intended primarily for consumption on the **residence premises**; and
- (2) any resulting income is incidental, including but not limited to:
  - (a) utility bill credits; or
  - (b) incidental income; derived from sending excess power back to the electricity grid.

Under **SECTION II – EXCLUSIONS**, 2.a. and 2.c. are replaced by the following:

- 2. Coverage L does not apply to:

- a. liability:
  - (1) for **your** share of any loss assessment charged against all members of any type of association of property owners; or
  - (2) imposed on or assumed by any **insured** through any unwritten or written contract or agreement. This exclusion does not apply to:
    - (a) liability for damages that the **insured** would have in absence of the contract or agreement; or
    - (b) written contracts:

- (i) that directly relate to the ownership, maintenance, or use of any **insured location**; or
  - (ii) when the liability of others is assumed by **you** prior to the **occurrence**;
- unless excluded elsewhere in the policy;
- c. **property damage** to property rented to, used or occupied by, or in the care, custody, or control of any **insured** at the time of the **occurrence**. This exclusion does not apply to **property damage** caused by:
- (1) fire;
  - (2) smoke;
  - (3) explosion;
  - (4) abrupt and accidental damage from water; or
  - (5) household pets, up to \$500 in excess of **your** security deposit;

## SECTION I AND SECTION II – CONDITIONS

Under **Cancellation**, 5.b. is replaced by the following:

- b. **We** may cancel this policy by providing notice to a named insured shown on the **Declarations**. The notice will provide the date cancellation is effective.
- (1) When **you** have not paid the premium, **we** may cancel at any time by providing notice at least 14 days before the date cancellation takes effect. This condition applies whether the premium is payable to **us** or **our** agent or under any finance or credit plan.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason. **We** may cancel by providing notice at least 14 days before the date cancellation takes effect.
- (3) When this policy has been in effect more than 60 days or after the effective date of a renewal policy, **we** may cancel for one of the following reasons:
  - (a) Discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
  - (b) Discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against;

- (c) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (d) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- (e) **We** are unable to reinsure the risk covered by the policy; or
- (f) A determination by the commissioner that the continuation of the policy would place **us** in violation of the Kentucky insurance code or regulations of the commissioner.

**We** may cancel this policy by providing notice at least 75 days before the date cancellation takes effect.

- (4) When this policy is written for a period longer than one year, **we** may cancel for any reason at anniversary. **We** may cancel by providing notice at least 75 days before the date cancellation takes effect.

**Nonrenewal** is replaced by the following:

**Nonrenewal.** If **we** decide not to renew this policy, then, at least 75 days before the end of the current policy period, **we** will provide a nonrenewal notice to a named insured shown on the **Declarations**.

**Renewal** is replaced by the following:

**Renewal.** If **we** elect to renew this policy, **we** will provide notice to a named insured shown on the **Declarations** at least 30 days before the expiration date of this policy. The notice will provide the amount of the renewal premium and its due date. This policy will terminate without further notice on the due date unless **we** receive the renewal premium on or before that date. If **we** have not received the renewal premium on or before the due date, **we** will, within 15 days, provide notice to a named insured shown on the **Declarations** that the policy was not renewed and the date it was terminated.

**Joint and Individual Interests** is replaced by the following:

**Joint and Individual Interests.** If **you** consists of more than one person or entity, then each acts for all to change or cancel this policy.

**Electronic Delivery** is deleted.

All other policy provisions apply.

## This Notice Is Being Provided Pursuant To The Federal Fair Credit Reporting Act And Any Applicable State Law

The amount you pay for homeowners insurance is influenced by many factors, including the coverages you have, the type of construction, information from a consumer report, and the likelihood of future claims. Please refer to your renewal certificate for information about factors that affect your premium. The premium associated with the use of credit has increased. Our use of credit information from the consumer report determines *insurance* risk, but not *credit* risk. This report is obtained from LexisNexis Risk Solutions, Inc., a consumer reporting agency. LexisNexis only provides information, does not make any decisions about your insurance, and is unable to provide any reasons for State Farm's decision.

We encourage you to obtain a free copy of the consumer report used by contacting LexisNexis within 60 days of receiving this notice. Please submit your request for the credit report used to:

LexisNexis Consumer Center  
P. O. Box 105108  
Atlanta, GA 30348  
Phone: 1-800-456-6004  
Internet Address: [www.consumerdisclosure.com](http://www.consumerdisclosure.com)

In an effort to protect consumer privacy, the consumer reporting agency will only release consumer report information to the consumer. If you contact the vendor listed above to obtain the consumer report information used by State Farm® to rate your policy, the vendor will attempt to verify that you are the person whose consumer report information was obtained by asking you to answer one or more questions regarding that information. If your consumer report information was not used, your agent can advise you whose consumer report information was obtained to rate your policy and that person can request the information from the vendor.

If your credit history was adversely influenced by certain life events such as catastrophic illness or injury, death of an immediate family member, temporary loss of employment, divorce, military deployment overseas or identity theft, please talk to your agent about requesting an additional review of your information. Or, if the information in your consumer reports is incomplete or inaccurate, you have the right to dispute it with LexisNexis. If a correction is made as a result of your dispute, please tell your agent so State Farm may reconsider its decision.

State Farm Fire and Casualty Company  
Bloomington, IL

553-3117.3 (C)

## IMPORTANT NOTICE

### About Your Policy Declarations Page

Thank you for choosing State Farm® to provide your insurance.

Your Declarations Page and applicable endorsements are enclosed. **PLEASE REVIEW YOUR COVERAGE SELECTIONS CAREFULLY.** If you have any questions concerning the coverage listed on your Declarations Page, or you believe any information is incorrect, please contact your State Farm agent immediately.

**By payment of the applicable premium and acceptance of this coverage, you agree to the terms and conditions of the policy and acknowledge that the Declarations Page accurately represents your choices of the types and amounts of coverage desired.**

The Declarations Page replaces the Binder you recently received. You should keep the Binder, Declarations Page, and Policy Booklet with your important papers.

Again, thank you for choosing State Farm!

*This message is only a general description of coverage and/or coverage changes and is not a statement of contract. All coverages are subject to all policy provisions and applicable endorsements.*

553-4380



< My Accounts

## My policy details

Need to make updates to your policy? Contact your agent to **request a change**.

### Renters policy

Policy #17-K5-3262-0

Current annual premium  
\$142.00/yr

Renewal date  
February 08, 2026

Insured address  
2904 SITKA DR # 29  
LOUISVILLE, KY 40299-3051

Mailing address  
2904 SITKA DR # 29  
LOUISVILLE, KY 40299-3051

Policy owners  
FOUTS, JOHN R

[View Declarations](#)

## Policy coverage details

### Personal Property

\$37,000

Limit Per Occurrence

### Loss of Use

\$33,300

Limit Per Occurrence

### Personal Liability

\$100,000

Limit Per Occurrence

### Damage to Property of Others

\$1,000

Limit Per Occurrence

### Medical Payments to Others

\$1,000

Limit Per Person

### Policy Deductible

\$500

Deductible Per Occurrence

## Discounts

Home/Auto (Multi-line)

Loyal Customer

Claim Record

## My agent



### Will Flowers

Lic: KY-DOI-914789

1407 E Crystal Drive Suite I  
La Grange, KY 40031-1456

Email Agent Site 502-222-0105

## Declarations & Policy Information

The information presented in this document is not a declaration page, policy, or endorsement. Recent changes to the policy may not be reflected. If you have any questions about this form or would like to obtain a declaration page or copy of your policy, please contact your State Farm Agent for assistance.

Do Not Sell or Share My Personal Information (CA residents only)

WA My Health Notice (consumer/customer)

WA My Health Notice (B2B/Agent/job applicant)

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Po Box 2356  
Bloomington IL 61702-2356



AT2 H-11-1B6B-FA9B F H4  
3201  
FOUTS, JOHN R  
2904 SITKA DR # 29  
LOUISVILLE KY 40299-3051

BALANCE DUE NOTICE

AMOUNT DUE: SEE NOTE  
Payment is due by SEE NOTE

Policy Number: 17-K5-3262-0  
Policy Period: 12 Months  
Effective Dates: FEB 8 2024 to FEB 8 2025

Your State Farm Agent  
WILL FLOWERS  
1407 CRYSTAL DR E STE I  
LA GRANGE KY 40031-1456

Phone: (502) 222-0105

Location of Residence Premises  
2904 SITKA DR # 29  
LOUISVILLE KY 40299-3051

IMPORTANT MESSAGES

Full payment by Date Due continues this policy to FEB 8 2025  
Note: Do not pay. Payment is being made through State Farm Payment Plan. Account # 1466653211

Thanks for letting us serve you!

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Prepared: FEB 09 2024

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Page 1 of 1  
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Power To Pay  
Your Way



Online  
statefarm.com/pay



Mobile  
Use the  
State Farm mobile app



Call  
Automated Line: 800-440-0998  
Your agent: (502) 222-0105



Mail  
Send us a  
check



Visit your  
State Farm  
agent

Key code: 44 2518 9233

HO - RENTERS



Insured Name: FOUTS, JOHN R  
Policy Number: 17-K5-3262-0

1109404146

AMOUNT DUE: SEE NOTE  
Please pay by SEE NOTE

Make payment to State Farm

For Office Use Only

EXHIBIT - MISMANAGEMENT AND BASELESS CLAIMS BY STATION J-TOWN / VIDA-MANAGEMENT, INC.  
FORMERLY CHESTNUT RIDGE APTS  
REGARDING ACTIVE RENTERS INSURANCE POLICY

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Po Box 2356  
Bloomington IL 61702-2356



AT2 H-11-1B6B-FA9B F H4  
3201  
FOUTS, JOHN R  
2904 SITKA DR # 29  
LOUISVILLE KY 40299-3051

DECLARATIONS

AMOUNT DUE: None

Payment is due by BILLED THRU SFPP

Policy Number: 17-K5-3262-0  
Replaces Number 17-KU-4122-2

Policy Period: 12 Months  
Effective Dates: FEB 8 2024 to FEB 8 2025  
The policy period begins and ends at 12:01 am standard time at the residence premises.

Your State Farm Agent  
WILL FLOWERS  
1407 CRYSTAL DR E STE I  
LA GRANGE KY 40031-1456

Phone: (502) 222-0105

RENTERS POLICY

Location of Residence Premises  
2904 SITKA DR # 29  
LOUISVILLE KY 40299-3051

Automatic Renewal

If the **POLICY PERIOD** is shown as **12 MONTHS**, this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

IMPORTANT MESSAGES

Please see Additional Messages for KY Municipal Tax/Collection Fee Information.

PREMIUM

Annual Premium	\$ 144.00
KY Mncpl Tax/Col Fee	\$ 8.28
KY Revenue Surchg	\$ 2.59
Your premium has already been adjusted by the following:	
Home/Auto	
Claim Record	
Loyal Customer	
Total Premium	\$ 154.87

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17-K5-3262-0



NAMED INSURED	MORTGAGEE AND ADDITIONAL INTERESTS
FOUTS, JOHN R	

SECTION I - PROPERTY COVERAGES AND LIMITS

Coverage	Limit of Liability
B Personal Property	\$ 36,000
C Loss of Use	\$ 32,400
Additional Coverages	
Arson Reward	\$1,000
Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	\$1,000
Debris Removal	Additional 5% available
Fuel Oil Release	\$10,000
Locks and Remote Devices	\$1,000
Trees, Shrubs, and Landscaping	10% of Coverage B amount/\$750 per item

SECTION II - LIABILITY COVERAGES AND LIMITS

Coverage	Limit of Liability
L Personal Liability (Each Occurrence)	\$ 100,000
Damage to the Property of Others	\$ 1,000
M Medical Payments to Others (Each Person)	\$ 1,000

INFLATION

Inflation Coverage Index: 307.8
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DEDUCTIBLES

Section I Deductible	Deductible Amount
All Losses	\$ 500

LOSS SETTLEMENT PROVISIONS

B1 Limited Replacement Cost - Coverage B
--

FEB 09 2024

o1F1081A

17-K5-3262-0



**FORMS, OPTIONS, AND ENDORSEMENTS**

H4-2117 Renters Policy  
HO-2254.1 Amendatory Endorsement

**ADDITIONAL MESSAGES**

**Kentucky Municipal Tax/Collection Fee Information**

County: JEFFERSON Tax/Fee: \$ 0.00 City: JEFFERSONTOWN Tax/Fee: \$ 8.28  
If you have questions regarding your Kentucky Municipal Tax charges, please contact your State Farm Agent.

State Farm® works hard to offer you the best combination of price, service, and protection. The amount you pay for homeowners insurance is determined by many factors such as the coverages you have, the type of construction, the likelihood of future claims, and information from consumers reports.

**Other limits and exclusions may apply - refer to your policy**

Your policy consists of these Declarations, the Renters Policy shown above, and any other forms and endorsements that apply, including those shown above as well as those issued subsequent to the issuance of this policy.

This policy is issued by the State Farm Fire and Casualty Company.

**Participating Policy**

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Youell*  
Secretary

*Michael J. Tipton*  
President



## RENTERS AMENDATORY ENDORSEMENT (Kentucky)

This endorsement modifies insurance provided under the following: RENTERS POLICY

### DEFINITIONS

Under the definition of "**business**", item d. is replaced by the following:

**Business** does not include:

- d. the ownership, maintenance, or use of systems and equipment used to generate electrical power, if:
  - (1) the power generated is intended primarily for consumption on the **residence premises**; and
  - (2) any resulting income is incidental, including but not limited to:
    - (a) utility bill credits; or
    - (b) incidental income; derived from sending excess power back to the electricity grid; or

The definition of "**occurrence**" is replaced by the following:

"**occurrence**", when used in Section II of this policy, means an accident, including accidental exposure to conditions, which first results in:

- a. **bodily injury**; or
- b. **property damage**;

during the policy period. All **bodily injury** and **property damage** resulting from one accident, series of related accidents, or from continuous or repeated exposure to the same general conditions is considered to be one **occurrence**.

### SECTION I – PROPERTY COVERAGES

#### SECTION I – ADDITIONAL COVERAGES

The following is added to **Volcanic Action**:

When applicable, the following coverages apply to a loss covered by **Volcanic Action**:

- a. **COVERAGE C – LOSS OF USE**; and
- b. **SECTION I – ADDITIONAL COVERAGES**.

The following is added to **Collapse**:

When applicable, the following coverages apply to a loss covered by **Collapse**:

- a. **COVERAGE C – LOSS OF USE**; and
- b. **SECTION I – ADDITIONAL COVERAGES**.

The following is added to **Fuel Oil Release**:

When applicable, the following coverages apply to a loss covered by **Fuel Oil Release**:

- a. **COVERAGE C – LOSS OF USE**; and

#### b. SECTION I – ADDITIONAL COVERAGES.

Any payments made for these coverages are included in, and not in addition to, the \$10,000 limit of insurance for **Fuel Oil Release**.

### SECTION II – LIABILITY COVERAGES

#### SECTION II – ADDITIONAL COVERAGES

The following is added to **Damage to Property of Others**:

- d. Under **SECTION II – EXCLUSIONS**, exclusion 2.c. does not apply to the coverage provided by **Damage to Property of Others**.

### SECTION II – EXCLUSIONS

Under **SECTION II – EXCLUSIONS**, 1.p. is replaced by the following:

- 1. Coverage L and Coverage M do not apply to:

- p. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of systems and equipment used to generate electrical power, unless:

- (1) the power generated is intended primarily for consumption on the **residence premises**; and
- (2) any resulting income is incidental, including but not limited to:
  - (a) utility bill credits; or
  - (b) incidental income; derived from sending excess power back to the electricity grid.

Under **SECTION II – EXCLUSIONS**, 2.a. and 2.c. are replaced by the following:

- 2. Coverage L does not apply to:

- a. liability:
  - (1) for **your** share of any loss assessment charged against all members of any type of association of property owners; or
  - (2) imposed on or assumed by any **insured** through any unwritten or written contract or agreement. This exclusion does not apply to:
    - (a) liability for damages that the **insured** would have in absence of the contract or agreement; or
    - (b) written contracts:

- (i) that directly relate to the ownership, maintenance, or use of any **insured location**; or
  - (ii) when the liability of others is assumed by **you** prior to the **occurrence**;
- unless excluded elsewhere in the policy;
- c. **property damage** to property rented to, used or occupied by, or in the care, custody, or control of any **insured** at the time of the **occurrence**. This exclusion does not apply to **property damage** caused by:
- (1) fire;
  - (2) smoke;
  - (3) explosion;
  - (4) abrupt and accidental damage from water; or
  - (5) household pets, up to \$500 in excess of **your** security deposit;

## SECTION I AND SECTION II – CONDITIONS

Under **Cancellation**, 5.b. is replaced by the following:

- b. **We** may cancel this policy by providing notice to a named insured shown on the **Declarations**. The notice will provide the date cancellation is effective.
- (1) When **you** have not paid the premium, **we** may cancel at any time by providing notice at least 14 days before the date cancellation takes effect. This condition applies whether the premium is payable to **us** or **our** agent or under any finance or credit plan.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason. **We** may cancel by providing notice at least 14 days before the date cancellation takes effect.
- (3) When this policy has been in effect more than 60 days or after the effective date of a renewal policy, **we** may cancel for one of the following reasons:
  - (a) Discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
  - (b) Discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against;

- (c) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (d) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- (e) **We** are unable to reinsure the risk covered by the policy; or
- (f) A determination by the commissioner that the continuation of the policy would place **us** in violation of the Kentucky insurance code or regulations of the commissioner.

**We** may cancel this policy by providing notice at least 75 days before the date cancellation takes effect.

- (4) When this policy is written for a period longer than one year, **we** may cancel for any reason at anniversary. **We** may cancel by providing notice at least 75 days before the date cancellation takes effect.

**Nonrenewal** is replaced by the following:

**Nonrenewal.** If **we** decide not to renew this policy, then, at least 75 days before the end of the current policy period, **we** will provide a nonrenewal notice to a named insured shown on the **Declarations**.

**Renewal** is replaced by the following:

**Renewal.** If **we** elect to renew this policy, **we** will provide notice to a named insured shown on the **Declarations** at least 30 days before the expiration date of this policy. The notice will provide the amount of the renewal premium and its due date. This policy will terminate without further notice on the due date unless **we** receive the renewal premium on or before that date. If **we** have not received the renewal premium on or before the due date, **we** will, within 15 days, provide notice to a named insured shown on the **Declarations** that the policy was not renewed and the date it was terminated.

**Joint and Individual Interests** is replaced by the following:

**Joint and Individual Interests.** If **you** consists of more than one person or entity, then each acts for all to change or cancel this policy.

**Electronic Delivery** is deleted.

All other policy provisions apply.



## This Notice Is Being Provided Pursuant To The Federal Fair Credit Reporting Act And Any Applicable State Law

The amount you pay for homeowners insurance is influenced by many factors, including the coverages you have, the type of construction, information from a consumer report, and the likelihood of future claims. Please refer to your renewal certificate for information about factors that affect your premium. The premium associated with the use of credit has increased. Our use of credit information from the consumer report determines *insurance* risk, but not *credit* risk. This report is obtained from LexisNexis Risk Solutions, Inc., a consumer reporting agency. LexisNexis only provides information, does not make any decisions about your insurance, and is unable to provide any reasons for State Farm's decision.

We encourage you to obtain a free copy of the consumer report used by contacting LexisNexis within 60 days of receiving this notice. Please submit your request for the credit report used to:

LexisNexis Consumer Center  
P. O. Box 105108  
Atlanta, GA 30348  
Phone: 1-800-456-6004  
Internet Address: [www.consumerdisclosure.com](http://www.consumerdisclosure.com)

In an effort to protect consumer privacy, the consumer reporting agency will only release consumer report information to the consumer. If you contact the vendor listed above to obtain the consumer report information used by State Farm® to rate your policy, the vendor will attempt to verify that you are the person whose consumer report information was obtained by asking you to answer one or more questions regarding that information. If your consumer report information was not used, your agent can advise you whose consumer report information was obtained to rate your policy and that person can request the information from the vendor.

If your credit history was adversely influenced by certain life events such as catastrophic illness or injury, death of an immediate family member, temporary loss of employment, divorce, military deployment overseas or identity theft, please talk to your agent about requesting an additional review of your information. Or, if the information in your consumer reports is incomplete or inaccurate, you have the right to dispute it with LexisNexis. If a correction is made as a result of your dispute, please tell your agent so State Farm may reconsider its decision.

State Farm Fire and Casualty Company  
Bloomington, IL

553-3117.3 (C)

## IMPORTANT NOTICE

### About Your Policy Declarations Page

Thank you for choosing State Farm® to provide your insurance.

Your Declarations Page and applicable endorsements are enclosed. **PLEASE REVIEW YOUR COVERAGE SELECTIONS CAREFULLY.** If you have any questions concerning the coverage listed on your Declarations Page, or you believe any information is incorrect, please contact your State Farm agent immediately.

**By payment of the applicable premium and acceptance of this coverage, you agree to the terms and conditions of the policy and acknowledge that the Declarations Page accurately represents your choices of the types and amounts of coverage desired.**

The Declarations Page replaces the Binder you recently received. You should keep the Binder, Declarations Page, and Policy Booklet with your important papers.

Again, thank you for choosing State Farm!

*This message is only a general description of coverage and/or coverage changes and is not a statement of contract. All coverages are subject to all policy provisions and applicable endorsements.*

553-4380



John Fouts &lt;fouts.john@gmail.com&gt;

## Please see the attached information - for John R. Fouts - for 2904 Sitka Drive #29 Jeffersontown, KY 40299

1 message

John Fouts &lt;fouts.john@gmail.com&gt;

Thu, Feb 8, 2024 at 4:07 PM

To: Lily Rolfsen &lt;lrolfsen@vida-management.com&gt;, Station Jtown &lt;stationjtown@vida-management.com&gt;

### KTAP Letter

Please see the attached.

### Driver's License

(See attached)

### Proof of Request for LG&E

I have requested the utilities to be turned on in my name as of 2024-02-08 2:10 p.m. The earliest request date I could make was for 2024-02-09. When I receive the confirmation email, I will forward it to you as well.

### Renter's Insurance

I just spoke to my agent at State Farm. His name is Will Flowers. He is updating the address on my policy to be the Jtown 2904 Sitka Dr. #29 Jeffersontown, KY 40299 Address.

### Will Flowers

[More about Will Flowers](#)

1407 E Crystal Drive  
Suite I  
La Grange, KY 40031-  
1456  
(502) 222-0105

He completed this before I was able to leave so I attached the renter's policy to this email.

I'm planning to stop to get the money order now for amount, and then will be headed your way.

--

"Shining" in Service,

John R. Fouts, MBA

Fax. 502.996.8246

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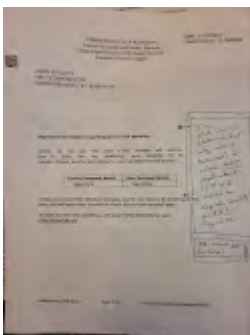
5 attachments



2022-DL-Front-J-Fouts.jpg  
962K



2022-DL-Back-J-Fouts.jpg  
1086K



2024-01-04-KTAP-Verification-John-R-Fouts.jpg  
1022K

 Gmail - Your email 'FORM\_ Start service (residential)' was accepted [InteractionID\_7672faad-a429-405c-bb33-810314df56e4].pdf  
72K

 Renters-Policy-Information.pdf  
185K

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***Reservation of Rights:*** Plaintiff reserves the right to provide additional evidence and context as discovery progresses.

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*John R. Fouts*

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**End of Exhibit**

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# **EXHIBIT 4C:**

**FEB-5-EMAIL**

**COMMUNICATIONS WITH**

**HUD (HOUSING AND URBAN DEVELOPMENT)**

**LMHA (LOUISVILLE METRO HOUSING AUTHORITY)**

**STATION J-TOWN**

**NEW CHESTNUT RIDGE APARTMENTS LLC**



John Fouts <fouts.john@gmail.com>

**Subject: URGENT: Willful Abandonment, Endangerment & Criminal Conspiracy – Immediate Legal Action Required - 2025-02-05 - Written Return Response Required By 1 PM Today**

1 message

John Fouts <fouts.john@gmail.com>

Wed, Feb 5, 2025 at 11:55 AM

To: Station Jtown <stationjtown@vida-management.com>, Teresa Ramon <tramon@vida-management.com>, Lauren Stallings <lstallings@vida-management.com>, John Fouts <Fouts.John@gmail.com>, 5025746811@faxage.com, info@vida-management.com, Nicole.A.Hayden@hud.gov, Camille Robinson <crobinson@lmha1.org>, Elizabeth <strojan@lmha1.org>, Station J-Town <chats-Y1GE7E9N-1697324230+prospect+800535838@knck.io>, Nicole.Hayden@hud.gov, reasonableaccommodations@hud.gov, FHEOcomplaintsOffice06@hud.gov, "McNeil, Frank H" <frank.h.mcneil@hud.gov>, Deborah Gilbert <gilbert@lmha1.org>, Rose McCarty <mccarty@lmha1.org>, inquiry@nij.ojp.gov, LMPDtipline@louisvilleky.gov, jcso@jeffersoncountyclerk.org, 2024859080@faxage.com, lmha@louisvilleky.gov, 2024859081@faxage.com, info@fbi.gov, DHSOIGHOTLINE@dhs.gov, whistleblower@oig.hhs.gov, whistleblower@hudoig.gov, whistleblower@osc.gov, whistleblowerprotectioncoordinator@oig.dhs.gov, whistleblower@whistlebloweraid.org, oig.whistleblower.ombudsperson.program@usdoj.gov, oig.whistleblower@usdoj.gov, whistleblower@aclu.org, "Berrocal, James" <James.Berrocal@hud.gov>, hud-pihrc <hud-pihrc@lionaenterprises.com>, HUD-PIHRC@ardentinc.com, HUDRegion4@hud.gov, ComplaintsOffice04@hud.gov, ComplaintsOffice03@hud.gov, ComplaintsOffice06@hud.gov, ComplaintsOffice02@hud.gov, Office of Governor Beshear <governor.constituentservices@ky.gov>, Irina Bassett <bassett@lmha1.org>, Station J-Town <chats-Y1GE7E9N-1697324230+prospect+770366435@knck.io>, Station J-Town <chats-Y1GE7E9N-1697324230+prospect+770882308@knck.io>, Station J-Town <chats-Y1GE7E9N-1697324230+prospect+770910644@knck.io>, Jimmy.Higdon@kylegislature.gov, "Higdon, Jimmy (State Sen.) (LRC)" <Jimmy.Higdon@lrc.ky.gov>, Andrew Chandler <achandler@yourlegalaid.org>

**Subject: URGENT: Willful Abandonment, Endangerment & Criminal Conspiracy – Immediate Legal Action Required**

**To Each Of You:**

I am formally documenting willful abandonment, willful endangerment, and a criminal conspiracy to retaliate, obstruct justice, and deprive me and my child of our federally protected rights. This is not a simple delay, oversight, or bureaucratic mismanagement—this is an intentional, coordinated, and systematic violation of federal law that continues despite overwhelming evidence and repeated formal notices.

This email and the attached documentation are not isolated complaints—they are part of a long, documented history of coordinated retaliation, obstruction, and calculated deprivation of rights carried out by multiple agencies, working collectively as an organized entity under the guise of state and federal authority. These actions constitute a criminal enterprise operating in direct violation of constitutional and statutory protections.

**Let me be absolutely clear:**

- **Knowingly failing to act in the face of documented and ongoing violations constitutes criminal negligence and deliberate endangerment.**
- **Participating in or enabling this systemic misconduct makes you complicit in federal crimes, including deprivation of rights under color of law (18 U.S. Code § 242).**

- **The evidence now establishes a pattern of coordinated governmental misconduct—actions that meet the legal standard for conspiracy against rights (18 U.S. Code § 241), a federal felony.**

### **Undeniable Proof of Retaliatory Obstruction & Criminal Negligence**

I have attached delivery certificates, mail open reports, and my VAWA certification form as irrefutable evidence that these emails have been received, opened, and reviewed by multiple parties—yet no corrective action has been taken.

Furthermore, I am re-attaching Dr. Vaughn's letter to once again highlight the urgent medical necessity of the treatments I have been repeatedly denied. His professional assessment confirms that my condition—caused by Long COVID-related microclots—requires immediate intervention. The continued refusal to facilitate these treatments is not just negligent; it is deliberate, malicious, and life-threatening, he also states that I am in no condition or state to move due to the possibility of finding myself in a medical crisis. He outlines in his medical letter that under VAWA and ADA I am a protected individual. The law is the law and it needs to be upheld and enforced.

### **Immediate Demands for Corrective Action**

**You have an opportunity—right now—to act in accordance with federal law:**

- 1 Provide written confirmation IMMEDIATELY that my lease will not be terminated until I secure alternate, reasonable housing accommodations in compliance with VAWA and HUD regulations.**
- 2 Ensure that HUD and LMHA take swift, documented action to enforce my legally protected rights.**
- 3 Issue a formal response outlining the corrective measures being taken.**

I have already filed a federal case regarding these matters, and this email serves as an official legal notice of further action. This will be entered into the record as additional evidence of willful misconduct, official misconduct, and criminal negligence.

### **No Response = Direct Legal & Public Consequences**

**Failure to respond or to take corrective action will trigger the following immediately:**

- ✓ **Further immediate legal escalation at both federal and international levels.**
- ✓ **Further additional involvement of investigative journalists and human rights organizations.**
- ✓ **Further and additional formal pursuit of individual and organizational criminal liability under federal and civil rights statutes.**

All avenues of legal, media, and public scrutiny continue to be pursued, and key contacts notified of wrongdoings, always, while strengthening my case.

**Your inaction is already documented. Do not mistake my persistence for weakness.**

*“The world will not be destroyed by those who do evil, but by those who watch them without doing anything.”*

—Albert Einstein



2/7/25, 2:49 PM

Gmail - Subject: URGENT: Willful Abandonment, Endangerment & Criminal Conspiracy – Immediate Legal Action Required - 2025-0...

Sincerely,

John R. Fouts, MBA





Fax: 502.996.8246 (HIPAA Compliant)

Phone: 502.956.0052 (Text Only - ADA Accommodations)

Email: [Fouts.John@gmail.com](mailto:Fouts.John@gmail.com)

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4 attachments

-  2025-02-04-VAWA-Submission-Of-Updated-5382-Form-Multipl-Govt-and-Judicial-Entities-As-Abusers.pdf  
140K
-  2025-02-05-Legal-Evidence-Package-Part-1-VAWA-and-Retaliation-Inaction-HUD-LMHA-Station-J-Town-Vida-Management-Inc.pdf  
938K
-  EXHIBIT-EMERGENCY MEDICAL-NECESSITY-LETTER-DR-JORDAN-VAUGHN-URGENT-HOUSING-ACCOMMODATIONS.pdf  
713K
-  2025-02-05-Legal-Evidence-Package-Part-1-Delivery-Certificate-immediate-written-confirmation-required—unlawful-lease-non-renewal-without-cause-must-not-take-effect-until-housing-secured-2025-02-04.pdf  
57K

## Form HUD-5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

### Form HUD-5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

#### For: Additional Violators

John R. Fouts, MBA

2904 Sitka Dr. L29

Louisville, KY 40299

Phone: 502.956.0052 (Text Only - ADA Accommodations)

Fax: 502.996.8246 (HIPAA Compliant)

Email: Fouts.John@gmail.com

#### 1. Name of Victim:

John R. Fouts, MBA

#### 2. Residence of Victim:

2904 Sitka Dr. L29, Louisville, KY 40299

#### 3. Name of the Accused Perpetrators:

- Judge Benjamin Beaton et. al.
- District Judge Araceli Martínez-Olguín (Northern District of California) et. al.
- Deputy Clerk of Judge Martínez-Olguín (N. CA Dist. Ct.) et. al.
- Elizabeth Rojan (LMHA) et. al.
- Camille Robinson (LMHA) et. al.
- Judge RSE – Kentucky Western District Federal District Court et. al.
- Mindy Sunderland – Clerk of Court – KY Western District et. al.
- Clerks' Offices (District and Circuit Appellate Courts, including Sixth and Ninth Federal Circuit Courts) et. al.
- Louisville Metro Housing Authority (LMHA) et. al.
- HUD (Housing and Urban Development), et. al.
- Station J-Town (Vida-Management Property)

## Form HUD-5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- **2nd Home AHDC: Lauren Flatgard, et. al.**
- **Access AHDC (Sibal Khakiyeva, Samir Music, Yailen Suarez) et. al.**
- **Kristy Brandenburg (DAIL – Dept. of Aging and Independent Living), et. al.**
- **The Ole Home Place (Medicaid Waiver Services Provider) et. al.**
- **The Marion House (Medicaid Waiver Services Provider) et. al.**
- **Access AHDC (Medicaid Waiver Services Provider) et. al.**
- **DCBS (Department for Community Based Services) – for wrongful SNAP calculations, failure to deduct medical expenses, and unlawful removal from SNAP – Lucinda Lawrence – Family Support Specialist III et. al.**
- **Station J-Town (Vida-Management Property – Teresa Ramon / Lauren Stallings / Vida-Mangement Inc.) et. al.**
- **This list is not all inclusive – this is to give an idea of the kind of abuse the subject of abuse has endured to date and continues to suffer through without any requested protections.**

#### **4. Relationship of the Accused Perpetrators to the Victim:**

Public officials, agencies, and corporate entities engaged in misconduct, retaliation, and obstruction of housing rights, disability rights, and due process.

#### **5. Date(s) and Time(s) of Incident(s):**

##### **List of Unique Emergency Filings:**

- **December 18, 2024** – Emergency Injunction and Protection Order filed, requesting immediate judicial intervention for housing and medical protection.
- **December 20, 2024** – Emergency Supplement filed, alerting the court of escalating medical crises and imminent harm.
- **January 5, 2025** – Emergency Motion for Sanctions against agencies and officials engaged in obstruction and retaliation.
- **January 10, 2025** – Emergency Motion for Corrective Action regarding judicial inaction and procedural violations.

## Form HUD-5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- **January 15, 2025** – Transfer of case from California to Kentucky; all prior emergency motions remain unacted upon.
- **January 18, 2025** – Emergency Motion for Temporary Restraining Order (TRO) against Station J-Town due to unlawful lease non-renewal.
- **January 22, 2025** – Emergency Motion to Reinstate Medicaid Waiver Program enrollment due to illegal termination.
- **January 28, 2025** – Emergency Motion to Vacate Unlawful Judicial Reassignments that downgraded case oversight.
- **February 1, 2025** – Emergency Filing alerting the court that refusals to act continue to endanger the plaintiff's life and stability.
- **February 4, 2025** – Final Emergency Notice documenting complete judicial inaction despite multiple urgent filings.\*\*
- **December 18, 2024 - February 4, 2025** – Unlawful delays in acting on emergency motions, leading to healthcare denials and loss of Medicaid waiver enrollment.
- **January 15, 2025** – Transfer of case from California to Kentucky, but emergency filings remain unacted upon.
- **Ongoing** – Systemic obstruction, retaliation, and denial of ADA and VAWA protections.

### 6. Location of Incident(s):

- Federal and state courts (Kentucky and California)
- Housing agencies (LMHA, HUD)
- Rental property management (Station J-Town, Vida-Management)
- Medicaid Waiver Program agencies (2nd Home AHDC, DAIL representatives, Access AHDC)

## Form HUD-5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

### 7. Description of Incident(s), Types of Abuses, and Legal Basis:

#### HUD's Role as Both a Regulator and Violator:

The **U.S. Department of Housing and Urban Development (HUD)**, the very agency tasked with enforcing **VAWA protections, fair housing laws, and anti-discrimination statutes, has instead actively participated in the very abuses it is meant to prevent.**

HUD has engaged in systemic obstruction, denial of protections, and procedural misconduct that directly contributes to housing insecurity, retaliation, and violations of federally protected rights. This is particularly egregious because HUD holds enforcement authority over many of the agencies and housing providers involved in this case, yet it has refused to act in accordance with its legal obligations.

HUD's inaction and deliberate misconduct have led to:

- 
- **Failure to enforce VAWA-mandated housing protections**, allowing retaliatory evictions and service denials to proceed unchecked.
  - **Obstruction of due process**, including failure to investigate legitimate complaints and provide mandated protections under federal law.
  - **Collusion** with other agencies to deny medical accommodations and disability protections, violating ADA and Fair Housing Act requirements.
  - **Deliberate refusal to process critical claims**, ensuring that unlawful actions taken by housing providers, Medicaid waiver agencies, and other entities continue without intervention.
- 

**By actively participating in or turning a blind eye to these violations, HUD has transformed from a regulatory agency into a co-conspirator in systemic abuse and retaliation.**

This escalation requires **federal oversight beyond HUD**, as the **agency is clearly incapable or unwilling to fulfill its obligations under the law.** I urge immediate action from higher federal authorities, investigative bodies, and independent legal advocacy organizations to intervene before further irreparable harm occurs.

## Form HUD-5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

The **U.S. Department of Justice (DOJ)** has ignored all communications from me, despite multiple attempts to seek intervention regarding the systemic legal violations, retaliation, and human rights abuses I have documented. My outreach to DOJ has included formal complaints, emergency filings, and direct appeals for enforcement of **VAWA protections, ADA violations, and constitutional due process rights**, yet I have received no response or meaningful action. This ongoing inaction from the very agency responsible for enforcing federal civil rights protections further compounds the systemic obstruction and denial of justice I am facing.

### **Whistleblower Protections, Press Coverage, and Urgent Call for Assistance:**

---

If there is any available **whistleblower protection** or **an individual or entity willing to intervene based on these extenuating circumstances**, I urgently request assistance. My life and the life of my child are at risk in multiple ways due to the overwhelming evidence I have compiled against numerous entities engaging in misconduct, retaliation, and systemic obstruction.

The level of documentation I possess has exposed widespread violations, and as a result, I have faced coordinated efforts to silence me, deny me medical care, and strip me of my basic rights.

I have serious concerns that these retaliatory actions may escalate into attempts to permanently silence me, given the powerful entities implicated and the level of misconduct I have uncovered.

My case does not just represent an individual legal struggle—it is a fundamental test of whether democracy, due process, and civil rights protections still exist in the United States.

**The systemic abuses I have endured constitute state-sponsored persecution and violations rising to the level of war crimes against humanity.**

Additionally, if any individuals, legal professionals, or advocacy organizations can assist in preparing my emergency filings before the U.S. Supreme Court in a way that ensures they cannot be ignored, dismissed, or remain unacted upon, I urge them to reach out immediately. The consequences of continued inaction are life-threatening.

## Form HUD-5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Furthermore, **I believe that bringing significant press attention to these abuses is critical for ensuring transparency and accountability.** A comprehensive list of press contacts will be included to ensure that my case is made public.

**If any media outlets, investigative journalists, or human rights organizations are willing to expose this situation, I encourage them to reach out without delay.**

---

By exposing corruption, mismanagement, and legal violations at multiple levels, I have become a target for institutional retaliation that has led to:

---

- **Unlawful denials of life-sustaining medical treatments and accommodations.**
- **Denial of essential housing protections, leaving me vulnerable to eviction and homelessness.**
- **Medicaid waiver program agencies unjustly de-enrolling me despite medical necessity.**
- **Intentional delays in emergency judicial proceedings, increasing health and safety risks.**
- **Fabricated procedural barriers by courts and clerks' offices to prevent my legal actions from proceeding.**

**This pattern of deliberate obstruction and systemic retaliation has put my life at grave risk, exacerbated my already fragile health condition, and has worsened the well-being of my special needs child, who is also directly affected by the ongoing violations.**

**I am requesting immediate intervention, acknowledgement as even simple acknowledgement has been refused by HUD and LMHA, and protection under VAWA and all applicable federal protections, including but not limited to whistleblower protections, ADA, 504, Section 1915c, and others to prevent further harm.**

## Form HUD-5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

### Types of Abuse:

- **Retaliation and Housing Discrimination** – Station J-Town issued an unlawful non-renewal of lease despite disability protections under the ADA and VAWA. – Despite unlawful / illegal lease termination without cause, and emergency filing for TPO, the judges in multiple courts refuse to uphold federal law.
- **Judicial Obstruction and Misconduct** – Courts refused to act on emergency filings, violating procedural due process rights (Goldberg v. Kelly, 397 U.S. 254 (1970)) contributing to further violation of federal law.
- **Denial of Medically Necessary Accommodations** – LMHA and HUD failed to act on housing voucher expiration issues despite medical attestation from Dr. Vaughn stating that it is not safe for subject of abuse to move due to severe medical conditions.
- **Unlawful Medicaid Waiver Terminations** - 2nd Home AHDC and affiliated individuals engaged in administrative retaliation, terminating essential healthcare services.
- **Unlawful Medicaid Waiver Terminations** – Access AHDC and affiliated individuals engaged in administrative retaliation, terminating essential healthcare services.
- **Denial of Reasonable ADA Accommodations** – Federal and state clerks' offices refused to process filings in accordance with ADA-mandated accommodations.
- **Fraud, Deception, and Procedural Misuse** – LMHA, HUD, and AHDC agencies engaged in misrepresentation, misinformation, and intentional barriers to services also violating ADA and VAWA – and judges refuse to uphold the law entirely.
- Many of the **tactics being employed by multiple agencies amount to psychological torture and gaslighting**, which are techniques historically used to **break individuals through prolonged distress, manipulation, and systemic obstruction**. The repeated **denial of clear evidence, procedural sabotage, refusal to acknowledge or act on emergency filings, and the intentional creation of impossible bureaucratic barriers** are **calculated to induce learned helplessness, extreme distress, and mental exhaustion**. These tactics are designed to **delegitimize my claims, wear down my ability to fight back, and strip away my sense of agency**, all while ensuring I remain trapped in a **state of crisis with no means of escape**. This **deliberate, coordinated psychological warfare** is



## Form HUD-5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

itself a form of **state-sponsored persecution** and a violation of **fundamental human rights protections against cruel and inhumane treatment**.

### **Legal Violations and Case Law:**

- **VAWA Violations (42 U.S.C. § 14043e-11)** – Retaliatory eviction and housing discrimination.
- **Fair Housing Act (42 U.S.C. § 3601 et seq.)** – Failure to provide reasonable accommodations.
- **ADA Violations (42 U.S.C. § 12101 et seq.)** – Denial of rights to reasonable accommodations in housing and legal proceedings.
- **Section 504 of the Rehabilitation Act (29 U.S.C. § 794)** – Discriminatory practices by federally funded entities.
- **Olmstead v. L.C. (527 U.S. 581 (1999))** – Unlawful denial of services to disabled individuals.
- **Goldberg v. Kelly (397 U.S. 254 (1970))** – Violation of procedural due process rights in benefit terminations.
- **Monell v. Department of Social Services (436 U.S. 658 (1978))** – Governmental liability for systemic policy violations.
- **Castle Rock v. Gonzales (545 U.S. 748 (2005))** – Failure to provide procedural safeguards and protections.
- **Ireland v. United Kingdom (1978):** The European Court of Human Rights examined the "five techniques" employed by British authorities, which included sensory deprivation and stress positions. The Court concluded that these methods amounted to "inhuman and degrading treatment," violating Article 3 of the European Convention on Human Rights. This case underscores the legal recognition of psychological methods as forms of torture.
- **CIA Torture Program Lawsuit (2017):** In the case of Salim v. Mitchell, psychologists who designed the CIA's "enhanced interrogation techniques" settled a lawsuit brought by victims. The techniques, which included waterboarding and other forms of psychological manipulation, were acknowledged as torture. This case highlights accountability for psychological torture sanctioned by government entities.

## Form HUD-5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- [aclu.org](https://www.aclu.org)
- **Recognition of Gaslighting in Legal Contexts:**

In January 2022, the High Court in England and Wales recognized "gaslighting" as a form of coercive behavior in a ruling. This acknowledgment marks a significant step in **identifying psychological manipulation as a serious offense within the legal system.**

These cases illustrate the evolving legal understanding and condemnation of psychological torture and coercive tactics, reinforcing the principle that such actions by government agencies are violations of human rights and subject to legal accountability.

In my case, these unlawful refusals to act on emergency motions continue through this very day, **February 4, 2025**, despite my initial filing on **December 18, 2024**. The delays have resulted in the **unjust Medicaid waiver program de-enrollment**, loss of stable housing, and **irreparable harm** to my health and my child's health and well-being. We have been stripped of our fundamental rights of human dignity. We have been **systematically stripped of our inherent right to human dignity**, subjected to **deliberate dehumanization, psychological torment, and institutional cruelty**. The very agencies and officials entrusted with upholding justice, fairness, and protection have instead orchestrated an unrelenting campaign of **retaliation, obstruction, and deprivation**, ensuring that basic human needs—such as medical care, safe housing, and due process—are withheld as a method of coercion and punishment. This **premeditated and coordinated effort to degrade, exhaust, and silence us** is not only a violation of fundamental human rights but a clear example of state-sponsored persecution.














I certify that the information provided is true and correct to the best of my knowledge.

Signature: 

Date: 2025-02-04

From	John Fouts <fouts.john@gmail.com>
Subject	Immediate Written Confirmation Required – Unlawful Lease Non-Renewal Without Cause Must Not Take Effect Until Housing Secured - 2025-02-04
Message ID	<0b2bc365-fffe-a8be-837e-0a81f8f3d45b@gmail.com>
Delivered on	4 Feb, 2025 at 6:58 PM
Delivered to	Station Jtown <stationjtown@vida-management.com>, Teresa Ramon <tramon@vida-management.com>, Lauren Stallings <lstallings@vida-management.com>, John Fouts <Fouts.John@gmail.com>, <5025746811@faxage.com>, <info@vida-management.com>, <Nicole.A.Hayden@hud.gov>, Camille Robinson <crobinson@lmha1.org>, Elizabeth <strojan@lmha1.org>, Station J-Town <chats-Y1GE7E9N-1697324230+prospect+800535838@knck.io>, <Nicole.Hayden@hud.gov>, <reasonableaccommodations@hud.gov>, <FHEOcomplaintsOffice06@hud.gov>, McNeil, Frank H <frank.h.mcneil@hud.gov>, Deborah Gilbert <gilbert@lmha1.org>, Rose McCarty <mccarty@lmha1.org>, <inquiry@nij.ojp.gov>, <LMPDtipline@louisvilleky.gov>, <jcso@jeffersoncountyclerk.org>, <2024859080@faxage.com>, <lmha@louisvilleky.gov>, <2024859081@faxage.com>

Tracking history

-  **Opened** on 5 Feb, 2025 at 9:46 AM by Station J-Town
-  **Opened** on 5 Feb, 2025 at 9:40 AM by Station J-Town
-  **Opened** on 5 Feb, 2025 at 9:38 AM by Station Jtown
-  **Opened** on 5 Feb, 2025 at 9:38 AM by Station J-Town
-  **Opened** on 5 Feb, 2025 at 9:30 AM by Station J-Town
-  **Opened** on 5 Feb, 2025 at 9:26 AM by Station J-Town
-  **Opened** on 5 Feb, 2025 at 9:23 AM by Station J-Town
-  **Opened** on 5 Feb, 2025 at 9:22 AM by Station J-Town
-  **Opened** on 5 Feb, 2025 at 9:07 AM by Nicole.A.Hayden@hud.gov
-  **Opened** on 5 Feb, 2025 at 7:02 AM by Nicole.A.Hayden@hud.gov
-  **Opened** on 4 Feb, 2025 at 7:21 PM by Elizabeth
-  **Opened** on 4 Feb, 2025 at 6:58 PM by 2024859081@faxage.com
-  **Opened** on 4 Feb, 2025 at 6:58 PM by 5025746811@faxage.com

## Legal Evidence Package Part 1

### Mail Tracking Evidence – Opened Emails – and Inaction / Willful Abandonment / Willful Endangerment – VAWA & Retaliation – Unlawful Lease Non-Renewal Without Cause

The screenshot displays the Mailsuite email tracking interface. The left sidebar contains navigation options: Email tracking, Click report, Campaigns, Documents, Video Messages, Email Productivity, Polls, Contacts, Templates, Integrations, Team, and Settings and Privacy. The main content area shows the details of an email campaign.

**Immediate Written Confirmation Required – Unlawful Lease Non-Renewal Without Cause Must Not Take Effect Until Housing Secured - 2025-02-04** [Open in Gmail](#)

<b>Recipients</b>	Station Jtown<stationjtown@vida-management.com>, Teresa Ramon<tramon@vida-management.com>, Lauren Stallings<lstallings@vida-management.com>, John Fouts<Fouts.John@gmail.com>,<5025746811@faxage.com>,<info@vida-management.com>,<Nicole.A.Hayden@hud.gov>, Camille Robinson<crobinson@lmha1.org>, Elizabeth<strojan@lmha1.org>, Station J-Town<chats-Y1GE7E9N-1697324230+prospect+800535838@knck.io>,<Nicole.Hayden@hud.gov>,<reasonableaccommodations@hud.gov>,<FHEOcomplaintsOffice08@hud.gov>, McNeil, Frank H<frank.h.mcneil@hud.gov>, Deborah Gilbert<gilbert@lmha1.org>, Rose McCarty<mccarty@lmha1.org>,<inquiry@nij.ojp.gov>,<LMPDtlp@louisvilleky.gov>,<jcso@jeffersoncountyclerk.org>,<2024859080@faxage.com>,<lmha@louisvilleky.gov>,<2024859081@faxage.com>
<b>Send date</b>	Feb 4, 2025 at 6:58 PM
<b>Activity</b>	13 opens

**Email Activity** [Download Delivery Certificate](#)

**Opened email 9:46 AM**  
by Station J-Town

**Opened email 9:40 AM**  
by Station J-Town

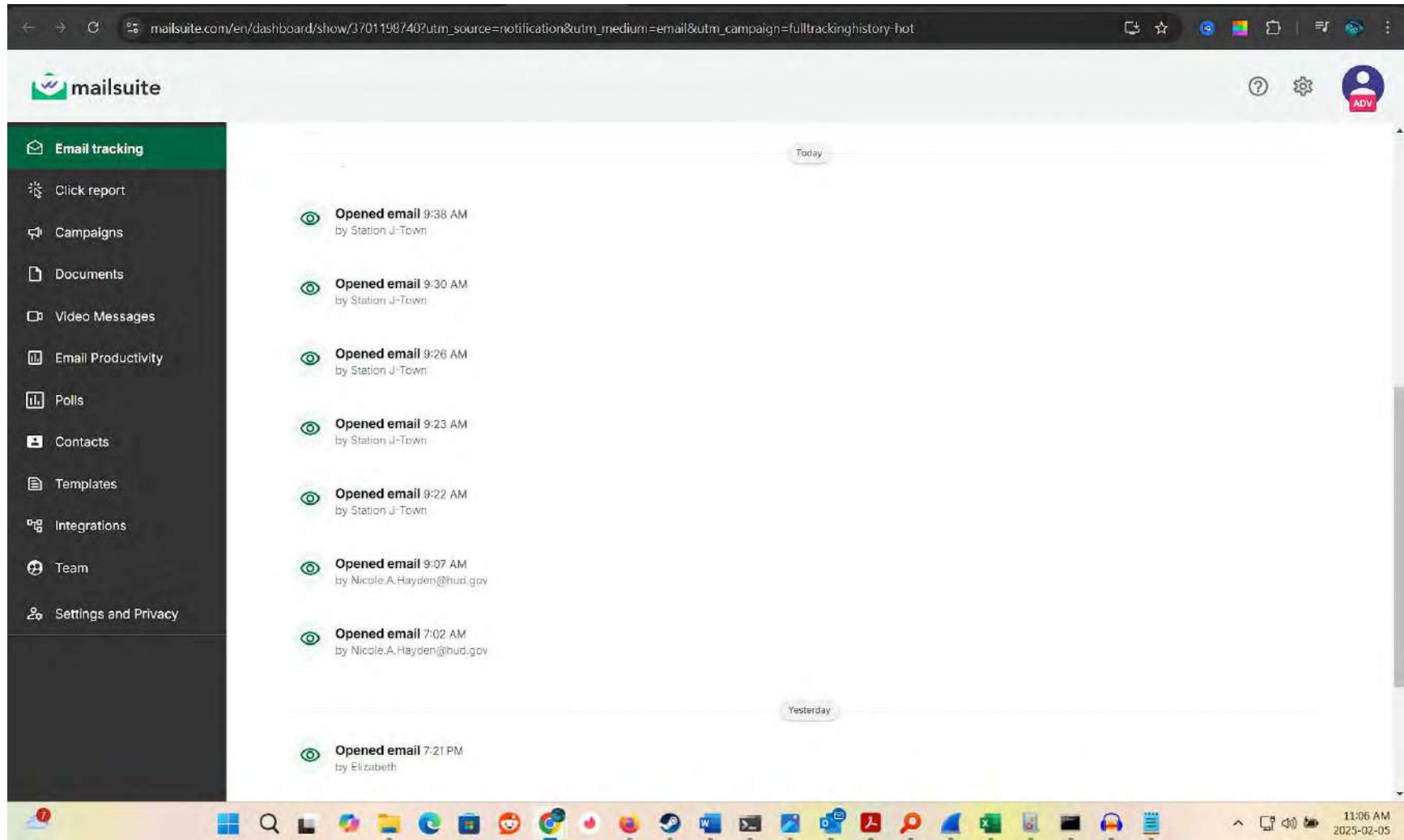
**Opened email 9:38 AM**  
by Station J-Town

**Opened email 9:38 AM**  
by Station J-Town

The bottom of the screenshot shows a Windows taskbar with various application icons and a system clock indicating 11:05 AM on 2025-02-05.

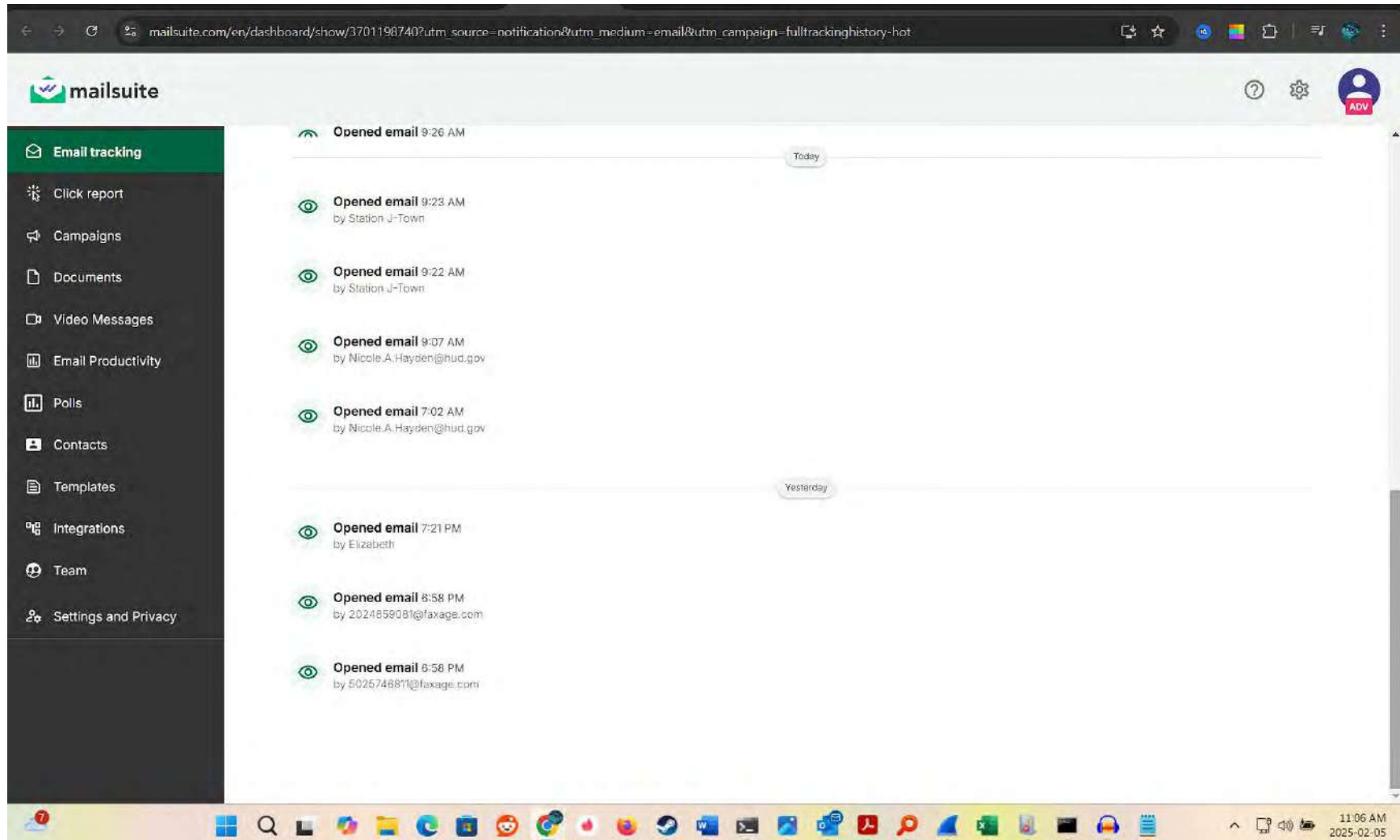
## Legal Evidence Package Part 1

Mail Tracking Evidence – Opened Emails – and Inaction / Willful Abandonment / Willful Endangerment  
– VAWA & Retaliation – Unlawful Lease Non-Renewal Without Cause



## Legal Evidence Package Part 1

Mail Tracking Evidence – Opened Emails – and Inaction / Willful Abandonment / Willful Endangerment  
– VAWA & Retaliation – Unlawful Lease Non-Renewal Without Cause



**EMERGENCY MEDICAL NECESSITY EXHIBIT: LETTER FROM DR. JORDAN VAUGHN  
REGARDING URGENT HOUSING ACCOMMODATIONS**

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY**

**John R. Fouts,**  
Plaintiff,

v.

**Defendants**

**Case No.: 3:25-CV-00033-BJB**

---

I, **John R. Fouts**, respectfully submit this **Emergency Medical Necessity Exhibit** in support of my request for urgent relief regarding the potential loss of my Housing Choice Voucher, which expires today, January 31, 2025, and the severe health risks posed by the possibility of eviction or abrupt relocation – as Station J-Town, a Vida-Management Property, issued a non-lease renewal without cause on December 4, 2025, as previously exhibited stating end of lease is February 8, 2025, and later a walkthrough document was jammed in my door stating that it would take place February 5, 2025. This is a true emergency situation as noted repeatedly, previously, and ignored.

Attached is a letter from Plaintiff's Long Covid with Microclots and MCAS (Mast Cell Activation Syndrome) treating physician, **Dr. Jordan Vaughn**, which outlines the critical nature of Plaintiff's medical conditions and the **urgent need for stable housing** to prevent a **serious health crisis or crises**.

As set forth in Dr. Vaughn's letter, Plaintiff is currently suffering from multiple debilitating health conditions, including **Long COVID, venous insufficiency, mast cell activation syndrome**, and **other complex medical issues** that severely affect Plaintiff's ability to function on a daily basis. Given the **fragility of Plaintiff's health**, any abrupt displacement from Plaintiff's current residence would not only destabilize Plaintiff's medical care but also exacerbate Plaintiff's symptoms, potentially leading to a **medical crisis or crises** that could have **irreparable consequences as noted in a number of previous filings that have been ignored**.

The letter explicitly underscores that maintaining stable housing is **critical for Plaintiff's health** and the **proper management of Plaintiff's conditions**.

## EMERGENCY MEDICAL NECESSITY EXHIBIT: LETTER FROM DR. JORDAN VAUGHN REGARDING URGENT HOUSING ACCOMMODATIONS

As **Dr. Vaughn** clearly states, it is unreasonable, inhumane, and potentially dangerous to demand Plaintiff's relocation within such a short timeframe, especially given Plaintiff's **medical fragility** and the **vulnerabilities** Plaintiff faces as a primary caregiver for his child.

This **Emergency Exhibit** is submitted to inform the Court of the **urgent medical necessity** for the **reasonable accommodation** of **stable housing**, in accordance with applicable federal laws, including:

1. **The Americans with Disabilities Act (ADA):** Ensuring **reasonable accommodations** for individuals with disabilities. The denial of reasonable housing accommodations under the ADA creates an imminent risk to Plaintiff's health, as outlined in Dr. Vaughn's letter.
2. **The Fair Housing Act (FHA):** Providing **protections from discrimination** in housing based on disability and mandating **reasonable accommodations**. The failure to provide necessary accommodations under the FHA is both discriminatory and detrimental to Plaintiff's well-being.
3. **Section 504 of the Rehabilitation Act: Prohibiting discrimination** in housing matters for those receiving federal assistance. The refusal to accommodate my housing needs is a violation of this act.
4. **The Violence Against Women Act (VAWA):** Offering **protections** for victims of domestic violence, including safeguards against eviction or retaliation. As a victim of domestic abuse, Plaintiff is entitled to protection from retaliatory actions related to his housing situation.

Additionally, Plaintiff is asserting his **right to reserve ADA accommodations** for any future filings and communications, as this matter significantly impacts my ability to access fair and equitable justice. Plaintiff requests that the Court immediately address the **need for stable housing** in light of the **medically fragile** state described in Dr. Vaughn's letter, and also referred to multiple times in previous letters all ignored.

Plaintiff respectfully requests that this letter be immediately considered as part of Plaintiff's ongoing emergency filings that have all been ignored. Plaintiff emphasizes that the loss of his Housing Choice Voucher, if not immediately addressed by the Court, would **cause irreparable harm** to his health and violate his rights under the **ADA, FHA, Section 504, and VAWA along with others**. The need for swift judicial intervention is paramount to ensure Plaintiff's continued access to stable housing and to avoid **medical crises**.



**EMERGENCY MEDICAL NECESSITY EXHIBIT: LETTER FROM DR. JORDAN VAUGHN  
REGARDING URGENT HOUSING ACCOMMODATIONS**

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**Note Regarding Defendants Section:**

It is important to note that **multiple courts**, including the **9th District Court of Northern California**, the **9th Circuit Court of Appeals**, and the **6th District Court**, have failed to address a **clerical error** regarding the listing of defendants in this case.

Despite repeated efforts by me to correct this error, including attempts to file a **Writ of Mandamus** via email with the **9th Circuit Court of Appeals** on **January 10, 2025**, the **Court has not acknowledged** or responded to this issue.

This ongoing failure to correct the **defendants' listing** is indicative of the **judicial obstruction** that has continually hindered my ability to seek timely relief.

These **errors in the record** have contributed to the ongoing **retaliation** and **obstruction of justice** that I have been subjected to.

---

**Respectfully Submitted,**



**John R. Fouts**

2904 Sitka Dr. Apt. L29

Louisville, KY 40299

Phone: 502.956.0052

Email: [fouts.john@gmail.com](mailto:fouts.john@gmail.com)

Fax: 502.996.8246

**Case No.: 3:25-CV-00033-BJB**

MedHelp 280 LLC • 4600 HWY 280, BIRMINGHAM AL 35242-5028

---

FOUTS, John ROBERT (id #585882, dob: 01/31/1979)



Recipient:

Phone: , Fax:

Fax

This fax may contain sensitive and confidential personal health information that is being sent for the sole use of the intended recipient. Unintended recipients are directed to securely destroy any materials received. You are hereby notified that the unauthorized disclosure or other unlawful use of this fax or any personal health information is prohibited. To the extent patient information contained in this fax is subject to 42 CFR Part 2, this regulation prohibits unauthorized disclosure of these records.

If you received this fax in error, please visit [www.athenahealth.com/NotMyFax](http://www.athenahealth.com/NotMyFax) to notify the sender and confirm that the information will be destroyed. If you do not have internet access, please call 1-888-482-8436 to notify the sender and confirm that the information will be destroyed. Thank you for your attention and cooperation.  
[ID:11740971-H-17217]

Date: 01/31/2025

RE: John Fouts, DOB: 01/31/1979, PT ID #585882

To Whom It May Concern,

I am writing this letter on behalf of my patient, Mr. John R. Fouts, who is currently under my medical care for multiple serious health conditions, including Long COVID, venous insufficiency, and mast cell activation syndrome, among other complex medical concerns. These conditions significantly impact his daily functioning and ability to undertake major life activities, including securing and relocating to a new residence within an unreasonable timeframe.

Due to the chronic and debilitating nature of his health conditions, Mr. Fouts faces substantial limitations in mobility, endurance, and overall well-being. His medical situation necessitates stability in his living environment to manage his symptoms effectively and prevent exacerbation of his conditions. An abrupt displacement from his current residence would pose a severe risk to his health, disrupting essential care, treatment adherence, and symptom management, which could lead to worsening of his condition and potential medical crises.

Furthermore, Mr. Fouts is the primary caregiver for his child, and his medical challenges make it exceedingly difficult for him to rapidly secure alternative housing while continuing to provide necessary care and stability for his child. Forcing an urgent relocation is neither reasonable nor humane, given his documented disabilities. The protections afforded by the Americans with Disabilities Act (ADA), the Fair Housing Act (FHA), Section 504 of the Rehabilitation Act, the Violence Against Women Act (VAWA), and Section 1915(c) of the Social Security Act are critical in ensuring that individuals with disabilities and their dependents are not unlawfully displaced or discriminated against in housing matters.

Given the severity of his condition, I strongly advocate for reasonable accommodations to be granted to Mr. Fouts in accordance with applicable federal and state laws. It is imperative that he be allowed to maintain stable housing, as abrupt eviction or non-renewal of his lease would pose significant harm to his health and well-being.

Please do not hesitate to contact my office should you require any further information or clarification regarding Mr. Fouts' medical condition and the necessity of stable housing for his health.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jordan Vaughn', with a long horizontal line extending to the right.

Electronically Signed by: JORDAN VAUGHN, MD

END OF EXHIBIT

# **EXHIBIT 4A:**

**FEB-3-EMAIL COMMUNICATIONS WITH**

**HUD (HOUSING AND URBAN DEVELOPMENT)**

**LMHA (LOUISVILLE METRO HOUSING AUTHORITY)**

**STATION J-TOWN**

**AND NEW CESTNUT RIDGE APARTMENTS LLC**



John Fouts <fouts.john@gmail.com>

## Immediate Legal Notice: Retaliation, Fair Housing Act & ADA Violations, Unlawful Non-Renewal & Violations of Federal Law - John R. Fouts - Unlawful Non-Lease Renewal Without Cause - 2025-02-03

1 message

John Fouts <fouts.john@gmail.com>

Mon, Feb 3, 2025 at 6:12 PM

To: info@vidamanagement.com, stationjtown@vidamanagement.com, fairhousing@hud.gov, enforcement@hud.gov, complaints@hudoig.gov, attorney.general@ky.gov, civilrights.justice@usdoj.gov, fbi.civilrights@ic.fbi.gov, unhumanrights@ohchr.org, icc@icc-cpi.int, lmha@lmha1.org, elizabeth.strojan@lmha1.org, camille.robinson@lmha1.org, nicole.hayden@hud.gov, publichousing@hud.gov, "Berrocal, James" <james.berrocal@hud.gov>, inspector.general@hhs.gov, ocr@hhs.gov, fbi.medicaidfraud@ic.fbi.gov, civil.rights@usdoj.gov, kentuckyinspector@ky.gov, kentuckyag@ky.gov, press@ap.org, nytimes@nytimes.com, cnn.tips@cnn.com, whistleblower@oig.hhs.gov, doj.whistleblower@usdoj.gov, oversight@house.gov, senate.whistleblower@senate.gov, 2024859080@faxage.com, 2024859081@faxage.com, 5025746811@faxage.com, 2025140212@faxage.com, 5026965300@faxage.com, 5025738315@faxage.com, Teresa Ramon <tramon@vida-management.com>, Lauren Stallings <lstallings@vida-management.com>, public\_inquiries@usdoj.gov

**Subject: Immediate Legal Notice: Retaliation, Fair Housing Act & ADA Violations, Unlawful Non-Renewal & Violations of Federal Law**

**To: Station JTown / Vida Management Leadership & Legal Counsel**

**CC: DOJ, HUD, LMHA, KY Attorney General, Fair Housing, FBI Civil Rights, U.S. Attorney, Kentucky Inspector General, UN Human Rights Council, ICC, Civil Rights Division**

Dear **Station JTown / Vida Management**,

I am formally demanding **immediate intervention and full compliance with all applicable federal laws, including but not limited to:**

- **The Fair Housing Act (42 U.S.C. § 3601)**
- **The Americans with Disabilities Act (ADA)**
- **Section 504 of the Rehabilitation Act**
- **VAWA Protections for Survivors of Domestic Violence**
- **Federal Anti-Retaliation Laws**
- **The Olmstead Decision**
- **Obstruction of Justice and Color of Law Protections (42 U.S.C. § 1983, 1985)**

### **Unlawful Non-Renewal & Retaliation**

Your **non-renewal notice is an unlawful act of discrimination and retaliation**. I have documented repeated **refusals to acknowledge or accommodate my ADA requests, continued barriers to reasonable accommodations, and clear retaliation following formal complaints against LMHA, HUD, and related entities**.

Furthermore, your **refusal to provide transparency regarding lease renewal status, failure to follow federally mandated accommodation processes, and deliberate obstruction of tenant rights is unacceptable**.

**Unusual suspicious 'marks' possibly / potentially targeting me and my child or our apartment.**

February 3, 2025 at 1:23 PM  
Jeffersontown - 3,731 of 3,733



February 3, 2025 at 1:23 PM  
Jeffersontown - 3,730 of 3,733



February 3, 2025 at 1:23 PM  
Jeffersontown - 3,729 of 3,733





2/7/25, 2:53 PM

Gmail - Immediate Legal Notice: Retaliation, Fair Housing Act & ADA Violations, Unlawful Non-Renewal & Violations of Federal Law -...

February 3, 2025 at 1:22 PM

Jeffersontown - 3,727 of 3,733





## **Immediate Demand for Legal Compliance & Accommodations**

### **1. Lease Protections & Immediate Halt to Non-Renewal Actions**

- I demand **immediate confirmation that no adverse action will be taken** against me based on my **disability status, prior HUD complaints, or whistleblower status.**
- I also demand that you explain the mark that appeared on the stairs in front of my apartment, and only my apartment yesterday, along with the silver cherub that was placed only near my apartment in December. These items have not gone unnoticed and have been reported to law enforcement.
- **Non-renewal based on retaliation and disability status is a federal violations**
- I demand all communications in writing and not delivered stuck in my door rather mailed to me, or written to me in email, or faxed to me. This is an ada accommodation request you must align with.

### **2. ADA & VAWA Compliance**

- Provide written confirmation that my accommodations requests have been reviewed and approved.
- Provide written justification for any denial of reasonable accommodations.

### **3. Formal Recognition of Fair Housing Violations & Accountability**

- Failure to respond will constitute further evidence of conspiracy, willful neglect, and fraud.
- This matter is under formal review for Supreme Court escalation, federal investigations, and maximum prosecution under all applicable laws.

## **Legal & Criminal Implications**



Your **ongoing violations, refusal to communicate, and retaliatory actions** are now formally documented as contributing to war crimes against humanity and systemic persecution.

Additionally, failure to comply will result in:

- **Formal investigation under federal Fair Housing laws.**
- **Inclusion in Supreme Court filings related to state-sponsored persecution.**
- **Referral to the Department of Justice for civil and criminal prosecution.**
- **Formal complaints to international human rights organizations.**

I demand an immediate written response acknowledging receipt of this legal notice and outlining immediate corrective actions.

This letter serves as your **final notice and to alert you of formal legal escalation.**

It is well-documented that **psychological warfare tactics** such as **intimidation, forced instability, and deprivation of security** are used to break individuals down into submission. The ongoing **housing instability, failure to provide clarity, refusal to follow federal laws, and continued systemic obstruction** are clear tactics of oppression, creating **extreme mental and emotional distress, as well as direct physical harm due to worsening medical conditions caused by unnecessary stress and environmental instability.**

This will be formally **documented and included in complaints to the DOJ, international human rights organizations, and other relevant investigative bodies** as contributing to intentional infliction of emotional and physical distress, willful endangerment, and state-sponsored persecution.

## **ADA Accommodations, Violence Against Women Act Rights and Acknowledgements of our Rights, and Right to Reserve**

I am **formally invoking** my rights under the **Americans with Disabilities Act (ADA), VAWA, Section 504 of the Rehabilitation Act, and the Fair Housing Act.** Federal law mandates that all housing providers, including **Station JTown / Vida Management**, provide **reasonable accommodations** to disabled individuals and must not **retaliate against or discriminate against any tenant for requesting such accommodations.**

Additionally, I **reserve all rights under federal, state, and constitutional law, including the right to full legal recourse for any ongoing retaliation, obstruction, or failure to comply with mandated legal accommodations.** Failure to **immediately acknowledge and comply** with this request will be **further documented as willful non-compliance and deliberate misconduct.**

Sincerely,

**John R. Fouts, MBA, Pro Se**


Email: [fouts.john@gmail.com](mailto:fouts.john@gmail.com)

Phone: 502-956-0052 (Text Only - ADA Accommodations)

Fax: 502.996.8246 (HIPAA Compliant)

---

### **2 attachments**

 **2025-02-03-RECEIVED-JAMMED-IN-DOOR-2025-02-03-AFTERNOON.pdf**  
1290K

 **DOCKET 61-NOTICE of Filing Emergency Exhibit-Physician Attestations Supporting Medical Necessity and Federal Law Violations.pdf**  
4376K

# VIDA

## ACKNOWLEDGEMENT OF NOTICE TO VACATE

Feb 3, 2025

John Fouts  
2904 Sitka Dr. #29 Louisville, KY 40299

Apartment # L29

Dear Resident(s):

This letter acknowledges receipt of your notice to vacate your apartment on 02/08/2025.

The following is a breakdown of estimated charges through your move out date:

Charge	Dates	Due	Amount
Current Balance	N/A	N/A	\$0
Prorated Rent/Fees	February 1 <sup>st</sup> - 8 <sup>th</sup> prorated fees only	February 1 <sup>st</sup> , 2025	\$23.15
Notice Fee	N/A	N/A	\$0
Buyout Fee	N/A	N/A	\$0
Final Water/Sewer Bill	January 1 <sup>st</sup> - February 8 <sup>th</sup> , 2025	Upon receipt- we have not received yet please check back.	TBD
Concession Chargeback	N/A	N/A	\$0
February Utility Bill	December 1 <sup>st</sup> -December 31 <sup>st</sup> , 2024	February 1 <sup>st</sup> , 2025	\$114.82

The above listed amounts due do not include any charges that may be incurred when the move out inspection is performed. **Please make arrangements to have your electricity transferred out of your name on the date of move-out.** You are responsible for all utilities and maintaining renter's insurance on the apartment until the date of move out/lease end date. All trash must be placed inside of the dumpster and not left next to the trash compactor. Dumping of unwanted furniture is strictly prohibited and violators will be charged \$100.00 per piece of furniture left inside the apartment, in the hallway, next to the dumpster, or anywhere else on property. Please contact the local landfill for information on where to take any unwanted furniture or large trash items.

We will be conducting a pre-move out inspection on Wednesday February 5<sup>th</sup>, 2025, between 9:30 AM and 1:30 PM. You are not required to be present. Please ensure all pets are secured for the duration of the inspection. If this day/time does not work well for you, please contact us in writing as soon as possible. Our inspection availability is Monday through Friday between the hours of 9:30am and 4:30pm. If you have any questions regarding the move out process, please feel free to contact us.

Please remember that upon move-out, the apartment is to be left clean and in good condition to avoid additional charges. Here are a few items to remember to clean before you turn in your keys:

#### GENERAL AREA

1. Walls should be washed, and all marks removed.
2. Carpeting should be clean and vacuumed.
3. Windows and tracks should be washed.
4. Door tracks/jam should be washed.
5. Light fixtures, lamps, windowsills, and shelves must be cleaned and wiped down.
6. All tile/wood floors are to be cleaned and waxed.
7. Storage area should be cleaned.
8. All closets are to be cleaned.
9. Patio/balcony should be cleaned.
10. Any hole in walls larger than 1/8" must be patched.
11. Clean & wipe the inside of all cabinets.
12. Ceiling fans should be cleaned.
13. All light fixtures must have working bulbs.

#### KITCHEN

1. Refrigerator should be defrosted and cleaned and turned on low.
2. Range should have the oven, pans, broiler grills & shelves cleaned.
3. Microwave and exhaust fan should be cleaned.
4. Dishwasher and disposal should be cleaned and in operating order.
5. Cabinets should have all paper and utensils removed and shelves must be cleaned and wiped down.
6. Floor including under refrigerator and stove must be cleaned.

#### BATHROOM

1. Tile should be washed, and grout cleaned.
2. Medicine cabinets should be cleaned, including mirrors and shelves.
3. Tub, basin, and toilet should be cleaned.
4. Floor should be cleaned.

#### ALL PERSONAL ITEMS AND TRASH MUST BE REMOVED

\* Any cost management incurs for removal of nicotine/smoke damages, food odors, pet odors or chemical odors will be charged back to the resident(s).

On your day of move out, don't forget to return all keys, remotes, access cards, parking stickers, and any other items that have been issued to you or any other person residing in your home. There is a fee for each item not returned. Please remember, if we do not receive proper documentation after move-out, we may be forced to file eviction to gain legal possession of the apartment home.

It has been our pleasure to serve you! Please feel free to contact us if there are any questions or concerns. If you need to make any changes to your Notice to Vacate, please contact us immediately as your apartment has now been placed on the availability list. Should the apartment be re-rented, we may be unable to accommodate any changes to your vacate date.

Warmest regards,

Your Management Team

Station Jtown

(502) 885-4120

[StationJtown@Vida-management.com](mailto:StationJtown@Vida-management.com)



UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY

WESTERN DISTRICT OF KENTUCKY

CASE NO.: 3:25-CV-33-BJB

EMERGENCY EXHIBIT: PHYSICIAN ATTESTATIONS SUPPORTING MEDICAL NECESSITY  
AND FEDERAL LAW VIOLATIONS

**FILED**

JAMES J. VILT JR.,  
CLERK

Jan 28, 2025

U.S. DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY

## INTRODUCTION

This exhibit compiles medical attestations from treating and evaluating physicians substantiating the necessity of specific treatments, diagnoses, and the severe consequences of denied care. These letters are critical evidence demonstrating that the plaintiff's conditions require urgent intervention, and their continued denial by government agencies, the judiciary itself, and healthcare entities constitutes violations of federal law, including but not limited to:

- Americans with Disabilities Act (ADA) (42 U.S.C. § 12101 et seq.)
- Rehabilitation Act of 1973 (Section 504) (29 U.S.C. § 794)
- Medicaid Act (42 U.S.C. § 1396a)
- Fair Housing Act (42 U.S.C. § 3601 et seq.)
- Civil Rights Act (42 U.S.C. § 1983)
- Emergency Medical Treatment and Labor Act (EMTALA)
- False Claims Act (31 U.S.C. § 3729)
- Violence Against Women Act (VAWA) (34 U.S.C. § 12291 et seq.)
- Racketeer Influenced and Corrupt Organizations Act (RICO) (18 U.S.C. § 1962)
- Due Process and Equal Protection Clauses of the Fifth and Fourteenth Amendments
- Color of Law Violations (18 U.S.C. § 242)
- Cruel and Unusual Punishment Clause (Eighth Amendment)
- Civil Conspiracy under 42 U.S.C. § 1985
- Medical Negligence and Malpractice (Various State & Federal Provisions)



- **Thirteenth Amendment Violations – Forced Hardship and Deprivation of Essential Medical Care**
- **Obstruction of Justice and Evidence Tampering (18 U.S.C. § 1512)**

#### **Judicial Complicity and Demand for Special Master Oversight**

The court, its clerks, and administrative officers have engaged in procedural misconduct by failing to properly docket critical filings, leading to the suppression of evidence. This constitutes evidence tampering under 18 U.S.C. § 1512 and serves as a mechanism to obstruct justice by preventing accurate case documentation and appellate review.

The intentional failure to act by the judiciary places the plaintiff and child at imminent risk of life-threatening consequences, including the continued deprivation of medically necessary treatments, financial ruin, and permanent housing loss.

To prevent retaliation and further harm, Plaintiff demands immediate appointment of a Special Master to oversee all procedural actions, enforce compliance with federal law, and ensure that judicial misconduct does not escalate to a level resulting in fatal consequences.

#### **Imminent Housing Crisis – Emergency Court Intervention Required**

Plaintiff's housing voucher expires in approximately two days, on January 31, 2025 (Plaintiff's birthday). Without immediate judicial intervention, Plaintiff and child will be left homeless, further exacerbating health conditions and violating Plaintiff's rights under the Fair Housing Act (42 U.S.C. § 3601 et seq.), the ADA, and other federal laws.

#### **Plaintiff demands an emergency extension of the housing voucher and a Temporary Restraining Order (TRO) against:**

- Vida-Management, Inc.
- Station J-Town (9601 Balsam Way, Louisville, KY)
- All parties associated with the management company and property ownership

until a stable housing resolution is found.

#### **VAWA Protections and Whistleblower Status Demands**

Plaintiff and child are VAWA abuse survivors and demand full legal recognition as such, including immediate access to VAWA protections and services. Given the continued unlawful obstruction and retaliation, Plaintiff demands that the court require federal and

state authorities to provide immediate assistance in completing VAWA forms, including written communication and legal guidance.

**Additionally, Plaintiff demands immediate whistleblower protections for himself, his child, his extended family, his ex-wife, and his ex-wife's extended family.** These protections are necessary due to the ongoing systemic retaliation, violations of federal protections, and obstruction of justice.

### **Medically Necessary Treatments Wrongfully Denied**

**The following medically necessary treatments, therapies, and medical devices have been wrongfully denied, further endangering the plaintiff's health – the list includes, but is not limited to:**

- Red light therapy
- Myers' cocktail infusions
- NAD+ infusions
- High-dose Vitamin C infusions
- Methylene Blue (Oral)
- Vitamin B Complex Injections and Infusions
- Hydration supplies and electrolyte drinks
- Hyperbaric oxygen therapy
- Mitochondrial testing
- Vagus nerve stimulation devices
- Electric compression wear for legs with heat and sequential air compression (such as Normatec brand)
- Other sequential compression devices
- Compression stockings
- Autologous Tear Serum
- IPL Treatment for Dry Eye Disease and Meibomian Gland Dysfunction
- Several other special eyedrops such as Meibo and Vuity.

### **ADA Accommodations Statement**

Plaintiff reaffirms that all communications, filings, and proceedings must be provided in written format due to the Plaintiff's documented cognitive impairments, profound fatigue, and auditory processing difficulties. This accommodation is protected under Title II of the ADA (42 U.S.C. § 12131 et seq.), 28 C.F.R. § 35.160, and Section 504 of the Rehabilitation Act (29 U.S.C. § 794). The failure to comply with these federally mandated accommodations constitutes discrimination and unlawful deprivation of meaningful access to justice.

### **Judiciary as Color of Law Defendants – Immediate Correction Required**

The judiciary, clerks, and officers involved in this case must be officially listed as Color of Law Defendants due to their complicity in procedural and legal violations that have caused irreversible harm. The Defendants' List must be immediately corrected as initially filed and as updated in subsequent exhibits and motions requesting clarification. Until this correction is made, the U.S. Marshals Service cannot properly issue summonses, constituting further obstruction of justice.

### **Request for Guidance on False Claims Act Qui Tam Filing**

Plaintiff demands immediate guidance on filing a separate False Claims Act Qui Tam case to ensure it does not interfere with ongoing litigation or requested relief in this case. Federal authorities must provide direct oversight and procedural support to ensure proper handling of these serious allegations.

### **Certification of Truthfulness**

I, John R. Fouts, certify under penalty of perjury under 28 U.S.C. § 1746 that the information contained in this filing is true and correct to the best of my knowledge and ability.

### **Conclusion**

#### **Plaintiff demands:**

- 1. Immediate appointment of a Special Master to oversee all court actions, prevent judicial retaliation, and enforce federal law.**
- 2. Emergency extension of Plaintiff's housing voucher and issuance of a TRO against Vida-Management, Inc. and all associated parties.**
- 3. Immediate action on all emergency filings dating back to December 18, 2024.**

4. Proper listing of Defendants, including judicial and clerk officers under Color of Law violations, and all other noted additions and changes to defendants list from Dec. 18, 2024 (initial filing) forward.
  5. VAWA recognition and immediate whistleblower protections for Plaintiff, child, and extended family, and ex-wife and her extended family.
  6. Immediate investigation by the DOJ into systemic violations and obstruction of justice.
- 

**Failure to act will confirm the judiciary's direct role in a systemic conspiracy to suppress and eliminate the plaintiff and child through deliberate deprivation of essential medical, housing, and financial resources.**



## Exhibit: Physician Letters Highlighting Medical Necessity and Ongoing Violations

# Exhibit

### PHYSICIAN LETTERS HIGHLIGHTING MEDICAL NECESSITY AND ONGOING VIOLATIONS

---

#### **Introduction**

This exhibit contains correspondence from medical professionals, each documenting critical and medically necessary treatments, therapies, goods, and services that are being denied by state and federal agencies, Medicaid, and the Medicaid Waiver Program.

**These denials, which violate federal laws including the Americans with Disabilities Act (ADA), the Olmstead Act, Section 504 of the Rehabilitation Act, and 42 U.S.C. § 1915(c), have caused significant and ongoing harm to the Plaintiff's physical and mental health.**

*Despite clear medical documentation of necessity, these refusals are forcing the Plaintiff to defend their rights to life-saving and quality-of-life-preserving interventions.*

The effort required to pursue these appeals detracts from the Plaintiff's ability to focus on securing housing and meeting basic needs for survival, and Plaintiff struggles greatly due to number of health conditions Plaintiff must contend with.

**Housing agencies, including LMHA and HUD, have also refused to respond to urgent questions about the Plaintiff's Housing Choice Voucher, which expires on January 31, 2025, further exacerbating the situation.**

---

**Reservation of Rights:** Plaintiff reserves the right to provide additional evidence and context as discovery progresses.

---

## Exhibit: Physician Letters Highlighting Medical Necessity and Ongoing Violations

**This exhibit is presented to substantiate the Plaintiff's claims of:**

- **Denial of Medically Necessary Treatments:** Including but not limited to IVIG, therapies for Sjögren's disease, and specialized medical equipment.
- **Discrimination and Violations of Federal Law:** As evidenced by the lack of ADA accommodations and systematic refusals of coverage.
- **Judicial Inaction:** Highlighted by the court's failure to rule on the Emergency Injunction and Protective Orders Motion despite multiple communications about its urgency and the severe harm being caused.

**The letters demonstrate:**

1. *The Plaintiff's worsening health conditions due to neglect, lack of care, and denial of critical services.*
  2. *That the medical interventions being sought are not elective or optional but essential for the Plaintiff's survival and well-being.*
  3. *The systemic failures of agencies and programs to comply with federal protections and mandates.*
-

Name: John R Fouts | DOB: 1/31/1979 | MRN: 4000280952 | PCP: Erin E Murphy, MD

## Letter Details



UOFL PHYSICIANS - INTERNAL MEDICINE - CENTERS FOR PRIMARY CARE  
401 E CHESTNUT ST STE 370  
LOUISVILLE KY 40202  
Phone: 502-588-4500  
Dept Fax: 502-588-4501

June 15, 2021

John R. Fouts

Patient: **John R Fouts**

Date of Birth: **1/31/1979**

Date of Visit: **6/15/2021**

To Whom it May Concern:

John Fouts has been my primary care patient since July 2020. He has Generalized anxiety disorder and Major Depressive Disorder. He would benefit from the services of a Psychiatric and/or Emotional Support animal. Please allow him to seek out such an animal and to have a pet at his place of living.

Please call the office with any questions - 502.588.4500.

Sincerely,

Erin E Murphy, MD

CC: No Recipients

**Erin E Murphy, MD 6/15/2021 4:49 PM Sign when Signing Visit**

Refilling pt's adderall, xanax, np thyroid as response to mychart message.

Pt will need PA for adderall, will message office staff to help.

Writing letter for emotional/psychiatric support animal, I think pt will benefit greatly from this.

*This letter was initially viewed by John R Fouts at 7/10/2021 10:39 PM.*

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Name: John R Fouts | DOB: 1/31/1979 | MRN: 4000280952 | PCP: Erin E Murphy, MD | Legal Name: John R Fouts

# Letter Details



UOFL PHYSICIANS - GI MOTILITY CLINIC  
225 ABRAHAM FLEXNER WAY STE 502  
LOUISVILLE KY 40202  
Phone: 502-588-7690  
Dept Fax: 502-540-1414

October 13, 2022

Re: John Fouts (DOB 1/31/79)

To Whom It May Concern,

John Fouts is a patient of mine who is currently taking medications that can impair his memory.  
Please let me know if you have any further questions or concerns.

Thank you,  
Abigail Stocker, MD

*This letter was initially viewed by John R Fouts at 10/13/2022 12:21 PM.*

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Name: John Fouts | DOB: 1/31/1979 | MRN: EP00734755 | PCP: Erin Murphy, MD | Legal Name: John Fouts

## Letter Details



Real people. Remarkable care.

### Norton Children's Genetics Center

411 E CHESTNUT ST  
LEVEL 2  
LOUISVILLE KY 40202-1713  
Phone: 502-588-0850  
Fax: 502-588-0861

March 23, 2023

John Fouts

Patient: **John Fouts**  
MR Number: **EP00734755**  
Date of Birth: **1/31/1979**

Dear John Fouts,

I am writing to follow up regarding the genome test results we discussed briefly on the phone. As we discussed, the whole genome sequencing did not detect an underlying cause for your small fiber neuropathy. However, it did find genetic changes that may explain your past immune function issues.

The testing found that you have two copies of a genetic abnormality in the TNFRSF13B gene. This gene codes for the transmembrane activator and calcium-modulating cyclophilin ligand interactor (TACI), which is one of the receptors of B cell activating factor of the tumor necrosis factor family (BAFF). The abnormality found in you is called c.542C>A. This gene is associated with either a dominant or recessive form of common variable immunodeficiency 2 (CVID2). The specific change you have two copies of is one of the most common genetic changes seen in this gene.

Most of the time, individuals with two abnormalities (or in your case two copies of the c.542 C>A abnormality) have low gammaglobulins and some percentage do present with autoimmune issues (24% in one study of Europeans with CVID). You had asked about autoimmune issues, so this genetic change found in you likely could cause autoimmune issues. In the European study, the conditions reported included autoimmune thrombocytopenia (ITP), autoimmune hemolytic anemia, anti-IgA antibodies, vitiligo, diabetes, celiac, arthritis, urticaria, autoimmune hepatitis, and recurrent parotitis.

According to Medline Plus, all individuals with CVID have a shortage of two or three specific antibodies, some with IgG and IgA, while others also have IgM deficiency. Vaccines do not provide protection for people with CVID since the body cannot produce an antibody response.

Some individuals with CVID get infection or inflammation of the gastrointestinal tract, which can cause diarrhea and weight loss. It can also result in enlarged lymph nodes or enlarged spleen, or clumps of immune cells called granulomas in other organs.

Given these results, it is recommended that you be evaluated by an immunologist to clarify if a diagnosis of CVID is accurate for you, and any potential autoimmune issue related to this genetic result.

Your son has one copy of the c.542C>A gene change, making him less likely to have CVID, although there are some individuals who have CVID with only one abnormality in the gene. To clarify if he has any immune issues related to this, an evaluation by an immunologist would be helpful. Sometimes individuals with CVID do not present until their 20's or 30's.

The genome sequencing confirmed the presence of the GARS1 variant c.1219G>A that was previously found in you, and is not present in Jack. It also reported the WNK1 variant c.37C>T that is present in both you and Jack. It did not report the SCN11A variant that was previously found in Jack since the testing was done as you as the "proband" or first patient in the family.

You inquired about the SCN11A variant previously found in Jack through the lab Invitae. If/when this variant is reclassified, either to normal or abnormal, Invitae will contact Dr. Rogers to let her know of the reclassification. Therefore you can periodically check with her to see if new information is known about this variant. Currently, it is listed as a variant of uncertain significance in the database "clinvar" which is a public database available for any lab to report their findings to. Five labs that have reported this specific gene change to Clinvar call it uncertain, while one lab (Ambry genetics) calls it likely benign (normal). Since this variant is not present in you, it is unlikely to explain your small fiber neuropathy.

This SCN11A gene is associated with two different conditions, hereditary sensory and autonomic neuropathy type VII, and familial episodic pain syndrome-3 (FEPS3). FEPS3 is characterized by early childhood onset of intense episodes of pain mainly affecting the lower legs but sometimes affecting the arms as well. The pain comes in cycles lasting several days, and is made worse with fatigue, can be accompanied by sweating, and can be helped with anti-inflammatory medication. The pain tends to diminish with age. You mentioned you have not been able to find much information about this condition. One website that may help is <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC9427007/pdf/jpr-15-2505.pdf>. This is an article about the condition. It is important to understand that at this time, Jack does not have this diagnosis, and it is more likely that this variant will eventually be reclassified to normal rather than abnormal (statistically speaking regarding variants in general).

It is important to understand that whole genome sequencing cannot completely rule out a genetic condition because the lab's understanding of many of our genes is lacking at this time. We are thought to carry 20,000 genes in each cell of our body, but science and medicine only understands 5000-6000 of these genes currently, although new information is becoming available regularly. Therefore it is recommended that you request a reanalysis in a year or two, or sooner if any new medical concerns arise that could be genetic. It is also important to keep your contact information up to date in our system so that you can be recontacted with any updates to the variants of uncertain significance that were found in your testing or Jack's testing in the past.

You were not found to carry any abnormalities in the secondary findings list created by the American College of Medical Genetics (version 3.1).

I welcome your sending your 23&Me results so we can provide clarification of the CF test results you were asking about.

If you have questions, please do not hesitate to call me at 502-588-0896.

Sincerely,

Kelly Jackson, MS  
Licensed/Certified Genetic Counselor

CC  
Erin Murphy, MD

*This letter was initially viewed by John Fouts at 3/26/2023 7:37 PM.*

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### Teletherapy Services

October 26, 2023

RE: ESA LETTER

To Whom It May Concern:

I recently provided services for John Fouts for a mental health condition and addressed ongoing mental health treatment needs. After having completed a thorough clinical assessment/screening, the information set forth in this letter is based upon my professional knowledge of my client's mental health diagnosis. My client meets the definition of disability under the Fair Housing Act and the Rehabilitation Act of 1973. My client's mental health disorders which are recognized in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) handbook, substantially limits one or more major life activities or major bodily functions, including the ability to complete activities of daily living.

To help decrease these limitations due to mental health disability, I am recommending two emotional support animals. The emotional support animals are necessary to provide therapeutic emotional support that alleviates symptoms of my client's impairment, such as concentration problems, sleep deficits, and difficulties with social interaction. Rocky and Frannie mitigate problems with focusing and reduce motivation/energy problems. Rocky and Frannie redirect anxiety, decrease panic attacks, feelings of being overwhelmed, and difficulties with social interaction and communication. The emotional support animals are the mitigating nexuses to enhance my client's ability to function, travel and live independently.

SPECIES	BREED	AGE	GENDER	WEIGHT	NAME
Feline	Russian Blue	11.5 yrs. old	Male	12 lbs.	Rocky
Feline	Tuxedo Cat	15.5 yrs. old	Female	10 lbs.	Frannie

Sincerely,



Dr. Maryam Muhammad, DrPH, LPCC, LCADC-PettableTherapist

Licensed Clinical Professional Counselor-KY LPCC 265252

Licensed Clinical Alcohol & Drug Counselor -KY LCADC 244665

Office: [mmuhammad0159@gmail.com](mailto:mmuhammad0159@gmail.com) ;502-224-6750

MedHelp 280 LLC • 4600 HWY 280, BIRMINGHAM AL 35242-5028

FOUTS, John ROBERTS (id #585882, dob: 01/31/1979)



Recipient:

Phone: , Fax:

Fax

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[ID:10768854-H-17217]

Date: 08/15/2024  
Re: Medical Necessity for Pycnogenol  
Patient: John Fouts  
Date of Birth: 01/31/1979  
Diagnosis: Mast Cell Activation Syndrome

John Fouts is currently under my care. He has been diagnosed with MCAS, a condition characterized by inappropriate activation and degranulation of mast cells, leading to a range of symptoms including chronic pain, gastrointestinal disorders, skin reactions, and more. Despite the use of standard treatments such as antihistamines and mast cell stabilizers, the patient continues to experience significant symptoms and reduced quality of life. Given the complexity and severity of the patient's condition, I recommend Mr. Fouts begin taking Pycnogenol as a medically necessary component of his treatment plan.

### Justification for Pycnogenol

1. **Mechanism of Action and Evidence:** Pycnogenol, a natural extract from the bark of the French maritime pine, has demonstrated efficacy in managing symptoms related to mast cell activation and inflammation. It has known antioxidant and anti-inflammatory properties that can help stabilize mast cells and reduce symptoms associated with MCAS. Clinical studies have shown that Pycnogenol can improve symptoms such as allergic reactions, skin rashes, and gastrointestinal disturbances by modulating mast cell activity and reducing oxidative stress.
2. **Patient-Specific Benefits:** For Mr. Fouts, Pycnogenol is expected to provide symptomatic relief from mast cell symptoms, improve overall inflammatory responses, and enhance quality of life. The patient's condition has proven resistant to conventional therapies alone, making Pycnogenol a necessary adjunctive treatment.
3. **Previous Treatment Outcomes:** The patient has been under my care and has tried other conventional treatments with limited success. Pycnogenol offers a complementary approach that could significantly benefit the patient by targeting mast cell stabilization and reducing chronic inflammation.
4. **Clinical Guidelines and Support:** Emerging research and clinical experience support the use of Pycnogenol in managing conditions involving mast cell dysregulation. Its application in MCAS aligns with evidence-based practices for managing chronic inflammatory and allergic conditions.

Given the ongoing challenges and severity of Mr. Fouts MCAS, Pycnogenol is a medically necessary treatment to address persistent symptoms and improve the patient's quality of life. I respectfully request that you approve coverage for Pycnogenol to facilitate its inclusion in the patient's comprehensive treatment plan.

Please feel free to contact me if additional information or documentation is required to support this request.

Thank you for helping us in the care of this patient.

Sincerely,



Electronically Signed by: JORDAN VAUGHN, MD

MedHelp 280 LLC • 4600 HWY 280, BIRMINGHAM AL 35242-5028

FOUTS, John ROBERTS (id #585882, dob: 01/31/1979)



Recipient:

Phone: , Fax:

Fax

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[ID:10768587-H-17217]

Date: 08/15/2024

Re: Medical Necessity for Oxygen Concentrator/supplies

Patient: John Fouts

Date of Birth: 01/31/1979

Diagnosis: Post-Acute COVID-19 Syndrome

To Whom It May Concern:

I am writing to provide a medical necessity statement for John Fouts, who has been under my care since 07/01/2024. The patient has been diagnosed with post-acute COVID-19 syndrome, a condition characterized by ongoing respiratory symptoms and impaired oxygenation following the initial COVID-19 infection.

Given the patient's clinical presentation and current condition, I am recommending the use of an oxygen concentrator to address their significant and persistent hypoxemia. The primary indications for this recommendation are as follows:

1. **Persistent Hypoxemia:** Despite ongoing management and treatment, Mr. Fouts continues to experience low blood oxygen levels, which have been consistently documented through repeated measurements. This condition is contributing to symptoms such as shortness of breath, fatigue, and decreased exercise tolerance.
2. **Impact on Daily Functioning:** The low oxygen levels are severely impacting the patient's ability to perform daily activities and maintain a reasonable quality of life. An oxygen concentrator will provide the necessary supplemental oxygen to improve their functional status and overall well-being.
3. **Medical History and Treatment:** The patient has been diagnosed with post-acute COVID-19 syndrome, which has been associated with lingering respiratory issues. Despite receiving appropriate treatment, his oxygen saturation levels remain below the recommended threshold for normal oxygen levels.
4. **Evidence-Based Guidelines:** Current medical guidelines and evidence support the use of supplemental oxygen in patients with persistent hypoxemia post-COVID-19. Providing supplemental oxygen will help mitigate the risks associated with prolonged low oxygen levels, such as cardiovascular complications and further deterioration of respiratory function.

The provision of an oxygen concentrator is crucial for Mr. Fouts to manage his condition effectively. Coverage for this equipment is medically necessary to ensure that the patient receives the appropriate care they need that will improve his oxygenation, alleviate symptoms, and enhance his overall quality of life.

Thank you for your attention to this important matter. Should you require any further information or documentation, please do not hesitate to contact me.

Thank you for helping us in the care of this patient.

Sincerely,



Electronically Signed by: JORDAN VAUGHN, MD

MedHelp 280 LLC • 4600 HWY 280, BIRMINGHAM AL 35242-5028

FOUTS, John ROBERT (id #585882, dob: 01/31/1979)



Recipient:

Phone: , Fax:

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[ID:10788824-H-17217]

Date: 08/19/2024

RE: John Fouts, DOB: 01/31/1979, PT ID #585882

Medical Necessity for Eliquis (apixaban)

To Whom It May Concern,

I am writing to request approval for Eliquis (apixaban) for my patient, John Fouts, who has been diagnosed with a complex condition requiring triple anticoagulant therapy due to the presence of microclots.

#### Patient Background:

- **Diagnosis:** Vascular disorder
- **Current Medications:** prasugrel 5mg, pentoxifylline ER 400mg, Aspirin 81mg, Eliquis 5mg
- **Clinical History:** chronic venous insufficiency, iliac vein compression, acquired thrombophilia, platelet disorder, hx of TIA

#### Rationale for Eliquis:

Given the patient's diagnosis of microclots and the necessity for a multi-faceted anticoagulant approach, Eliquis has been identified as a critical component of the patient's treatment plan. Eliquis offers several advantages:

1. **Efficacy and Safety:** Eliquis is proven to be highly effective in reducing the risk of thromboembolic events. It has a favorable safety profile compared to other anticoagulants, particularly for patients on complex multi-drug regimens.
2. **Reduced Risk of Bleeding:** Unlike traditional anticoagulants, Eliquis has a lower risk of major bleeding events, which is essential for patients on triple therapy who are already at a higher risk of bleeding complications.
3. **Drug Interactions:** Eliquis has fewer interactions with other medications compared to warfarin or heparin, which is crucial given the patient's need for concurrent anticoagulant therapy.
4. **Patient Tolerability:** Eliquis provides a well-tolerated alternative that aligns with the patient's overall treatment plan.

#### Clinical Justification:

Given the complex nature of the patient's condition and the critical need for effective management of microclots, Eliquis is necessary to achieve optimal therapeutic outcomes while minimizing risks. The patient's treatment regimen requires careful balance to prevent thromboembolic events without exacerbating bleeding risks, which Eliquis is uniquely positioned to address.

Thank you for helping us in the care of this patient.

Sincerely,



Electronically Signed by: JORDAN VAUGHN, MD

MedHelp 280 LLC • 4600 HWY 280, BIRMINGHAM AL 35242-5028

FOUTS, John ROBERT (id #585882, dob: 01/31/1979)



Recipient:

Phone: , Fax:

Fax

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[ID:10798762-H-17217]



Date: 08/20/2024

RE: John Fouts, DOB: 01/31/1979, PT ID #585882

Re: Medical Necessity for Pentoxifylline

To Whom It May Concern,

I am writing to request approval for the use of pentoxifylline for my patient, John Fouts, who has been diagnosed with chronic venous insufficiency via duplex ultrasound of bilateral lower extremities. After a thorough evaluation and considering the patient's medical history, I believe that pentoxifylline is medically necessary for the management of his condition.

Mr. Fouts has been under my care since 07/01/2024 for vascular insufficiency. The patient presents with chronic pain and swelling in bilateral lower extremities which have significantly impacted his quality of life. Despite adherence to conventional treatments such as relative rest, compression therapy, and lifestyle modifications, he has experienced persistent symptoms and complications.

#### **Rationale for Pentoxifylline Use:**

Pentoxifylline is a phosphodiesterase inhibitor that enhances erythrocyte deformability, reduces blood viscosity, and improves microcirculation. For patients with chronic venous insufficiency, pentoxifylline can be particularly beneficial. It has been shown to:

1. **Improve Circulation:** By reducing blood viscosity and enhancing blood flow, pentoxifylline can alleviate symptoms associated with impaired circulation.
2. **Promote Healing:** For patients with venous ulcers pentoxifylline has been demonstrated to accelerate the healing process.
3. **Enhance Quality of Life:** The reduction in symptoms such as pain and swelling contributes to improved daily functioning and overall well-being.

Given Mr. Fouts' ongoing symptoms and lack of adequate response to other treatments, pentoxifylline represents a necessary and appropriate option for their management. Considering the patient's specific condition and the potential benefits of pentoxifylline, I urge you to approve this medication as it is crucial for the patient's health and quality of life. Please feel free to contact me if you require additional information or documentation to facilitate this request.

Thank you for helping us in the care of this patient.

Sincerely,



Electronically Signed by: JORDAN VAUGHN, MD

Name: John Robert Fouts | DOB: 1/31/1979 | MRN: 4000280952 | PCP: Joshua Allen, MD | Legal Name: John Robert Fouts

## Letter Details



UOFL PHYSICIANS - VASCULAR SURGERY  
401 E CHESTNUT ST  
STE 710  
LOUISVILLE KY 40202  
Phone: 502-583-8303  
Dept Fax: 502-588-9506

9/9/24

John Fouts  
1/31/79

To Whom It May Concern:

The above named patient needs to wear 30-40 mmhg thigh high compression stockings lifelong for chronic venous insufficiency. He states the stockings wear out due to his inability to wear regular shoes. I have given him a new prescription for the stockings with 8 refills of the stockings. If there are any questions please contact my office.

Sincerely,  
Dr. Amit Dwivedi/ot

*This letter was initially viewed by John Robert Fouts at 9/9/2024 9:03 AM.*

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Name: John Robert Fouts | DOB: 1/31/1979 | MRN: 4000280952 | PCP: Erin E Murphy, MD | Legal Name: John Robert Fouts

## Letter Details



UOFL PHYSICIANS - GI MOTILITY CLINIC  
225 ABRAHAM FLEXNER WAY STE 502  
LOUISVILLE KY 40202  
Phone: 502-588-7690  
Dept Fax: 502-540-1414

September 7, 2023

Re: John Fouts (DOB 1/31/79)

To Whom It May Concern,

John Fouts is a longtime patient of mine with several chronic conditions, including small fiber neuropathy and Sjogren's syndrome. These types of conditions have varying physical manifestations; for this patient he has symptoms including chronic dry mouth, dysphagia (difficulty swallowing), nausea, bloating, and constipation. He requires multiple medications to manage both these conditions and the symptoms associated with them. These medications cause numerous side effects rendering patient with the inability to work. He also requires a weekly infusion therapy that takes up to 8 hours to administer and causes fatigue as a side effect.

Please contact me with further questions.

Thank you,

Abigail Stocker, MD  
Im

*This letter was initially viewed by John Robert Fouts at 9/11/2023 2:03 PM.*



## Theresa Adamchik LPCC, LPAT, ATR-BC

2518 Frankfort Ave. Louisville Ky 40206  
502-509-5380 Theresa@louisvilleexpressivetherapies.com



6/28/23

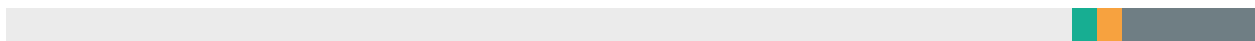
RE: Medicaid Waiver Application

To Whom it May Concern,

I am writing today on behalf of Mr. John Fouts. I have provided consistent, weekly Behavioral Health Counseling to Mr. Fouts since August 2022. This patient displays chronic and diagnosable behavioral and psychological symptoms typically associated with PTSD, as evidenced by the PTSD Checklist for DSM-5 (PCL-5). He has displayed severe impairments in personal and social functioning as evidenced by the Adverse Childhood Experience (ACE) Questionnaire. Mr. Fouts is under the necessary treatment for a range of behavioral health issues to stabilize him and minimize crisis. Being approved for the Medicaid Waiver at this time will greatly increase the chances of positive outcomes in this complex case.

Sincerely,

Theresa Adamchik LPCC, LPAT, ATR-BC





Clifford Feters, MD  
Bruce Thomas, MD  
Jerry Weber, ND  
Deanna Kirk, FNP-C  
Michael Mountain, DC  
Amanda Patchett, FNP-C  
Lyn Williams, DM, CHH

December 21, 2016

To Whom It May Concern,

Functional Medicine

Holistic Cancer Center

Chiropractic Plus

IV Therapy Center

Natural Pharmacy

John Fouts has been a patient of mine for the past 10 months. I have diagnosed him with Lyme disease. He suffers from chronic joint pain, brain fog and insomnia. His EliSpot test was positive for cellular activity against *Borrelia burgdorferi*.

If I can be of any further assistance please do not hesitate to contact me.

Health and Wellness of Carmel  
Phone: (317)663-7123  
Nurses: Brittany and Melissa

Sincerely,

Clifford Feters M.D.

11900 N. Pennsylvania St.  
Suite 200  
Carmel, IN 46032

P: 317.663.7123  
F: 317.587.0496

[www.hwofc.com](http://www.hwofc.com)

*mind - body - spirit*

## Sample Letter:

To Whom It May Concern:

This letter is intended to give you a brief summary of Sjögren's, associated oral manifestations and justification of the need for expanded dental care to be covered by your plan for our patient, [insert name].

Sjögren's is a systemic immune mediated disease of exocrine tissues, such as salivary and lacrimal glands resulting in oral and ocular dryness. The oral manifestations of Sjögren's include reduced quantity and quality of saliva, increased incidence of caries, dental decay and loss of teeth, mucosal atrophy, salivary gland enlargement, recurrent parotitis, and greater frequency of candidiasis and other infections.

Even though some medications stimulate saliva secretion, such as cevimeline (Evxac6) and pilocarpine (Salagen6) the mainstay in the treatment of patients with Sjögren's syndrome is regular dental care. Unfortunately, many of a patient's dental issues are caused by the lack of saliva being produced by their salivary glands due to Sjögren's syndrome.

Patients suffering from Sjögren's require meticulous dentist-guided care, such as frequent visits to a dentist and prescription strength fluoride, to prevent and treat any complications associated with the disease as well as expanded services such as dental caps and implants. This progressive dental decay is caused by their disease and that is why we hope you will consider covering their dental visits under their health insurance plan versus dental insurance.

The complexity of the Sjögren's requires multidisciplinary care with regular visits to a dentist, ophthalmologist, rheumatologist and their primary care provider.

We thank you for reviewing this case and would be happy to discuss any questions you might have regarding Sjögren's.

Sincerely,

*[your dentist or physician]*



Name: John R Fouts | DOB: 1/31/1979 | MRN: 4000280952 | PCP: Erin E Murphy, MD

## Letter Details



UOFL PHYSICIANS - GI MOTILITY CLINIC  
225 ABRAHAM FLEXNER WAY STE 502  
LOUISVILLE KY 40202  
Phone: 502-588-7690  
Dept Fax: 502-540-1414

September 23, 2022

Re: John Fouts (DOB 1/31/79)

To Whom It May Concern,

John Fouts has a diagnosis of gluten sensitivity. Please contact me with any questions or concerns.

Thank you,  
Abigail Stocker, MD

*This letter was initially viewed by John R Fouts at 9/26/2022 11:53 PM.*

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## FAX COVER SHEET

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**To:** **From:** DLA ADMIN (Eyecenters)

**Company:** **Date:** 03/22/24 12:17:23 PM

**Fax Number:** 5029968246 **Pages (Including cover):** 2

**Re:** Fw: ECPSscanner@eyecare-partners.com Bennet & Bloom Eye Centers

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### Notes:

*Adriana M Kleinman*  
Bennett & Bloom Eye Centers  
East End Front Office Lead  
4010 Dupont Circle, Suite 380  
Louisville, KY 40207



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**From:** ECPSscanner@eyecare-partners.com <ECPSscanner@eyecare-partners.com>  
**Sent:** Friday, March 22, 2024 11:56 AM  
**To:** Adriana Kleinman <adrianakleinman@eyecenters.com>  
**Subject:** ECPSscanner@eyecare-partners.com

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FAX: (502) 400-4021 or (502) 361-4488

[www.eyecenters.com](http://www.eyecenters.com)

03-20-2024

John Fouts  
184 Cedarview Drive  
Shepherdsville, KY, 40165

To Whom It May Concern,

It has come to my attention that Mr. Fouts may need transportation to and from his eye appointments. He has difficulty driving at times r/t glare, halos and distorted vision. Please accommodate Mr. Fouts with transportation when needed.

Sincerely,

Adam Mueller, O.D.

MedHelp 280 LLC • 4600 HWY 280, BIRMINGHAM AL 35242-5028

FOUTS, John ROBERT (id #585882, dob: 01/31/1979)



Recipient:

Phone: , Fax:

Fax

This fax may contain sensitive and confidential personal health information that is being sent for the sole use of the intended recipient. Unintended recipients are directed to securely destroy any materials received. You are hereby notified that the unauthorized disclosure or other unlawful use of this fax or any personal health information is prohibited. To the extent patient information contained in this fax is subject to 42 CFR Part 2, this regulation prohibits unauthorized disclosure of these records.

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[ID:11047019-H-17217]

Date: 10/02/2024

RE: John Fouts, DOB: 01/31/1979, PT ID #585882

I am writing to provide a medical necessity justification for various treatments, medications, and medical equipment for my patient, John Fouts, who is undergoing treatment for **long COVID, venous insufficiency, mast cell activation, and TNF receptor superfamily member 13B deficiency**. These conditions have led to complex, ongoing health challenges, including microclot formation. Dr. Jordan Vaughn, MD, in Birmingham, Alabama, is currently the only physician in the United States specializing in the treatment of microclots related to long COVID, which further emphasizes the need for continued specialized care for Mr. Fouts.

Recent **lab results** indicate a number of concerning abnormalities that require ongoing treatment and further diagnostic evaluation:

1. **Elevated Epstein-Barr Virus (EBV) Early Antigen IgG:** Mr. Fouts' EBV Early Antigen IgG was significantly elevated at **12.7 U/ML** (normal range: 0.0-8.9 U/ML), suggesting ongoing viral reactivation, which has been a complicating factor in his long COVID management.
2. **Elevated Cytomegalovirus (CMV) IgG Antibodies:** His **CMV IgG** level was reported at **0.76 U/ML**, which is above the normal range, further indicating the potential for chronic viral reactivation.
3. **Elevated TGF- $\beta$ :** Mr. Fouts has an elevated **TGF- $\beta$  (Transforming Growth Factor Beta)** level, which is often associated with inflammation and fibrosis. This abnormality requires monitoring and targeted interventions.
4. **Iron and Ferritin Levels:** Further tests such as the **Iron, TIBC, and Ferritin Panel** show irregularities that suggest underlying inflammatory or metabolic processes.

Given these findings, ongoing treatment is essential to manage these viral reactivations and the related systemic symptoms. His complex condition also necessitates additional diagnostic imaging, particularly an **MRV of the abdomen and pelvis**. This is crucial to evaluate for **pelvic venous disease**, a known contributor to venous insufficiency and a possible cause of his recurrent symptoms. At present, no facility in Kentucky offers this imaging for the pelvis, and assistance is needed to locate a facility that can perform this vital diagnostic test.

#### Medications & Treatments:

1. **Famotidine:** Required for gastrointestinal relief, particularly in managing post-COVID complications. Insurance coverage is requested to ease the financial burden.
2. **Pentoxifylline:** Essential for improving circulation, which is critical for managing venous insufficiency. Insurance coverage is requested to support long-term therapy.
3. **Ketotifen:** A mast cell stabilizer necessary for treating long COVID-related symptoms and immune dysregulation. Coverage is essential to reduce the financial impact on the patient.
4. **Levocetirizine:** Prescribed to manage chronic allergic and inflammatory responses associated with long COVID and mast cell activation. Insurance assistance is requested for continued access.
5. **Cromolyn Sodium:** This medication is crucial for treating **mast cell activation**, a condition exacerbated by long COVID. Insurance coverage is necessary to ensure ongoing treatment.
6. **Eliquis:** Vital in reducing clotting risks related to venous insufficiency and long COVID. The high cost makes insurance coverage essential for continued treatment.
7. **Prasugrel/Effient:** Necessary to prevent cardiovascular complications from both long COVID and venous insufficiency. Financial assistance through insurance is needed to maintain this critical therapy.

#### Medical Equipment:

1. **Oxygen Concentrator:** Mr. Fouts requires home oxygen therapy to manage long COVID-related respiratory symptoms. We request insurance coverage for this essential medical equipment.
2. **Compression Boots:** Compression therapy is crucial for managing venous insufficiency and preventing complications. Insurance or waiver program reimbursement for these boots would provide significant support for the patient.
3. **Red Light Therapy Device:** This device is recommended to help with tissue healing and symptom management in long COVID and venous insufficiency. Coverage or reimbursement is requested for this necessary treatment tool.

#### IV Infusions:

John Fouts has been recommended for the following IV infusions to address his post-COVID symptoms and overall health:

- **Myers Cocktails**
- **High-Dose Vitamin C Infusions**
- **NAD+ Infusions**

These treatments are medically necessary to support his recovery and management of long COVID symptoms. We request insurance coverage to facilitate access to these critical therapies.

**Additional Treatments & Supplements:**

- **Methylene Blue:** This is prescribed to support mitochondrial function and improve long COVID-related symptoms. Insurance coverage is requested for this ongoing treatment.
- **Supplements from FullScript (Pycnogenol, Venous Support, Probiotic):** These supplements are essential for managing venous insufficiency and supporting overall recovery from long COVID. Coverage is necessary to ensure continued use.

Given the complexity of John Fouts' health conditions, including long COVID, venous insufficiency, mast cell activation, TNF receptor superfamily member 13B deficiency, elevated TGF- $\beta$  levels, and the lab findings mentioned above, access to these medications, treatments, and medical equipment is critical for his recovery and ongoing care. Additionally, the requested **MRV of the abdomen and pelvis** is vital for further diagnosis and treatment planning. I strongly recommend that coverage be provided to allow him access to these necessary interventions.

Thank you for helping us in the care of this patient.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jordan Vaughn', with a long horizontal line extending to the right.

Electronically Signed by: JORDAN VAUGHN, MD

---

# UL Physicians

**ULP Neurology**  
**401 E Chestnut St Ste 510**  
**Louisville, KY 40202**  
**Phone: (502) 588-4800/Fax: (502) 588-4801**

**MRN:** 10001149479

**Encounter Date:** 03/27/2020 1:40PM

**Patient Information**

John Fouts

2321 GLENMARY AVE APT 2

LOUISVILLE, KY 40204-2150

**DOB:** 01/31/1979

**Phone: (H) (502) 956-0052**

To Whom It May Concern:

Mr. John Fouts (1/31/1979) has been diagnosed with small fiber polyneuropathy. His polyneuropathy causes severe burning and other painful sensations called paraesthesias. His symptoms are most severe in his feet, and have been refractory to nearly every treatment that has been tried. The paraesthesias are only partially-controlled on his current treatment regimen. He states he cannot tolerate wearing socks and/or shoes on his feet because of the severity of his symptoms. Please excuse him from wearing socks and shoes. If you have any questions or concerns please call the office number above.

Thank you,

Martin E Brown M.D.

Electronically signed by : Anson Ashburn, CCMA; Mar 27 2020 1:51PM EST (Author)

Electronically signed by : Martin Brown, M.D.; Mar 27 2020 2:57PM EST (Author)

# U<sup>of</sup>L Physicians

UOFL PHYSICIANS - INTERNAL MEDICINE - CENTERS FOR PRIMARY CARE  
401 E CHESTNUT ST STE 370  
LOUISVILLE KY 40202  
Phone: 502-588-4500  
Dept Fax: 502-588-4501

November 9, 2021

USGS Attn: Access Pass  
Box 25286  
Denver CO 80225

Patient: **John R Fouts**  
Date of Birth: **1/31/1979**  
Date of Visit: **11/9/2021**

To Whom it May Concern:

I am the primary physician for John Fouts, DOB 1/31/1979. I have been his Internist since 7/1/2020. I certify that John has a permanent physical impairment which substantially limits his activities and quality of life. John has a severe idiopathic peripheral neuropathy which causes severe chronic pain in the legs and leads to limitation in physical activity. He also has chronic severe anxiety and depression (which are in some part due to his physical impairment). All of the listed impairments are expected to be permanent. John would greatly benefit from increased utilization of our national parks, and therefore the Access pass.

Please call the office with any questions - 502.588.4500.

Sincerely,



Erin E Murphy, MD

CC: John R. Fouts





*Mental Health  
Services, Training,  
& Research*  
Peace Through Process

633 Baxter Ave  
Louisville, KY 40204  
phone (502) 309-2408  
main fax (502) 771-4283  
medical fax (502) 398-6919  
www.mandalalouisville.com

Astra Behavioral Health  
2000 Ring Road  
Elizabethtown, KY  
42701

August 20, 2022

Dear Carrie Brown, and Astra Providers,

I'm writing on behalf of my patient, John Fouts, who has sought services at your clinic for treatment of depression with TMS therapy. I have worked with John since January of 2022 and have facilitated his care as Clinical Director since September 2021. Through our weekly individual psychotherapy sessions, I have come to know John well. He is thoughtful and engaged with all aspects of care. He carries diagnoses of Major Depressive Disorder, recurrent, moderate (F33.1), and Post-Traumatic Stress Disorder (F43.12), as well as depression and anxiety features (F41.8) associated specifically with his chronic and debilitating complex medical problems. He has previously been diagnosed with Adjustment Disorder with mixed anxiety and depression (F43.23) at our practice, as well. The F41.8 code is an updated clinical picture and replaces the F43.23 code.

I support John's efforts to try TMS therapy. He has a longstanding history of depression dating back to childhood and adolescence, and while he has had several difficult life events which have contributed to his psychological profile, his depression has persisted and remains inadequately treated. He has trialed multiple antidepressant medications over the past 15-20 years and has engaged in multiple courses of recommended individual psychotherapy. I can attest to his motivation, effort, and commitment to psychotherapy, however, he remains depressed. I believe TMS therapy could benefit John's depression and provide some symptom relief, and may help him move towards his social, emotional, and vocational goals.

Please feel free to contact me regarding Mr. Fouts. He is aware of the contents of this letter. I can be reached at 646-236-7445 and [alange@mandalalouisville.com](mailto:alange@mandalalouisville.com) and [adriannelangephd@gmail.com](mailto:adriannelangephd@gmail.com).

Regards,

Adrienne Lange, PhD, CBIS, HSP  
Licensed Clinical Psychologist  
KY License #242609

FAX REPORTS TO: (866) 818-0912  
This page must be on top of your report

DATE: December 5th, 2022



RQID:DCC3448139 SITE:S20 DR:S  
SSN:\*\*\*\*\* DOCTYPE:0002 RF:D CS:a333

**PROVIDER:**

JENNIFER L FISHKOFF PSYD  
Prior to the exam, access the link  
for: JENNIFER FISHKOFF PSYD  
HTTPS://DOXY.ME/DRFISHKOFF  
"TELEHEALTH EXAM", KY 40422  
DCPS VENDOR #: 3448055  
LEGACY VENDOR #: 0011609-T

**CLAIMANT: John Fouts**

DOB: January 31, 1979  
CASE NUMBER: 5415203  
AUTHORIZATION #: 20221205090126

**AUTHORIZATION/SUMMARY OF SERVICES**

**\*\*THIS INVOICE MUST BE SIGNED AND RETURNED FOR PAYMENT TO BE MADE\*\***

DATE/TIME	CPT	SERVICE	AUTHORIZED AMOUNT
February 6th, 2023 10:00 AM EST	90791	Psychiatric Exam	\$200.00
			\$200.00

**\*\*ADDITIONAL STUDIES MUST HAVE PRIOR APPROVAL\*\***

AUTHORIZED ADDITIONAL STUDIES: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_ ADJUSTED TOTAL: \$ 200.00

For Payment Questions, please email [KYPaymentInquiries@ssa.gov](mailto:KYPaymentInquiries@ssa.gov).

I hereby certify that the services summarized above have been furnished to the Commonwealth of Kentucky. Payment in whole or in part has not been received and that the claimant has not been billed for any services.

Sign: Jennifer Fishkoff PsyD Date: 2/17/23

Andrew/Julie/D2 3448139/12/05/2022

TELEPHONE DICTATION REPORT

DEPARTMENT FOR DISABILITY DETERMINATION  
P.O. BOX 1000  
FRANKFORT, KENTUCKY 40601

CLAIMANT: JOHN FOUTS  
CASE #: 5415243  
  
DISABILITY EXAMINER: ANDREW  
  
CONSULTANT: JENNIFER FISHKOFF, PSY.D.  
LICENSED PSYCHOLOGIST  
MEDICAL ARTS BLDG; SUITE 2339  
LOUISVILLE, KY 40217  
  
DATE OF EXAMINATION: 02/06/23  
  
PLACE OF EXAMINATION: TELEPSYCHOLOGY  
  
DATE OF BIRTH: 01/31/79  
  
CLAIMANT'S AGE: 44 YRS

CONSULTATIVE EXAMINATION:

CHIEF COMPLAINT: According to the Disability Determination referral, the claimant's allegations include autoimmune small fiber neuropathy, chronic venous insufficiency, meibomian gland dysfunction, complex regional pain syndrome, and gastric dysmotility. He had applied for disability in 2017 and was denied.

Mr. Fouts said his disability began 14 years ago. He had a spinal surgery and had significant difficulties afterwards. He stated "the doctor that did my surgery lost his license in Ohio and Kentucky, but is now practicing in Texas." He now suffers from chronic severe pain and a deterioration in his overall functional level. In addition, he has developed addition medical conditions since his back surgery. He said, "Immediately upon waking from surgery, I knew something wasn't right." He was diagnosed with CRPS in 2010.

Mr. Fouts had owned a small business, a winery, for several years. After his back surgery and continuous physical decline, he said he lost his business, his marriage and his

CONTINUED ON PAGE 2

CASE #: 5415243  
02/06/23

PAGE 2

child because of his illnesses. He had to move home with his parents.

Mr. Fouts is not seeking employment.

GENERAL CURRENT OBSERVATIONS: The claimant was evaluated via telepsychology, Doxy.me. The date of the exam was 02/06/2023. He initiated contact through this consultant's secure private Doxy.me. His address was verified as on the referral. He had privacy. He was paraphrased the following statements:

"I am contacting you because we need additional medical information for your disability claim with the Social Security Administration. We request that you attend a consultative examination with me, a psychologist, to help us make a decision on your case. The COVID-19 national public health emergency made it hard to provide in-person consultative examinations. Video examinations have continued and allow you to attend the appointment from your home or other private location using a camera-enabled smart phone, tablet, or computer.

I am asking if you are willing to attend a consultative examination by video. If you agree to attend a video consultative examination, you can opt out of a video examination at that time. You'll need to provide your Kentucky driver's license as identification or other forms of government IDs.

Neither the state Disability Determination Services (DDS) nor the Social Security Administration control the terms of service or privacy policies of the third-party video technology. If at any time you change your mind about attending a video consultative examination, you may ask us to postpone the examination by calling your examiner. With that information in mind, are you willing to participate in a consultative examination using video technology? Mr. Fouts agreed to the exam via telepsychology.

He presented his Kentucky driver's license as identification. He is 6 feet one inch tall and has brown eyes. He has short dark hair.

He was sitting in a chair; station and gait were not observed. He was restless somewhat. Throughout the examination, he demonstrated nonverbal behaviors suggestive of pain. During the examination he was having an IV of fluids. He said that he gets IV fluids several days a week. He was diagnosed with gastroparesis. He had an IV inserted and was receiving saline with IVIG during the exam. Prior to beginning the IVIG fluids treatment, "I was fainting a lot, but haven't since I started the IVIG."

Mr. Fouts was well spoken and appeared knowledgeable of the multiple medical diagnoses and treatments he has received over the years. He provided a large amount of information concerning his medical history. He has tried multiple interventions to improve his physical and emotional

CONTINUED ON PAGE 3



CASE #: 5415243  
02/06/23

PAGE 3

conditions, including dry needling, acupuncture, massage therapy, yoga, psychiatric medications and counseling, to name a few. He has been receiving mental health treatment for several years. He feels that his physical problems and chronic pain hinder his ability to improve emotionally or cognitively.

Concerning his pain, on a scale of 1 to 10, with 10 being the worst pain ever, he equated his pain level to a #8 "but easily goes to a #10+, never lower than an 8. Since 2009, it's never gotten lower than a #7, but on occasion, for about an hour, it has gone to a #2 but doesn't stay." "It feels like I can't stand up straight for more than 30 minutes. I can't sit for long. My pain is generalized, all over, from my feet up to my neck and back. I have different types of joint and neuropathic pain. I can't sleep well. I have to drink a lot of water. My feet, neck and back hurts. Even if I do sleep, I don't feel like I've slept. He stated "I used to have dreams about recovering. No I'm just fighting to maintain my functional level."

He described his pain as severe at the moment; however, "I can look after myself normally but it is somewhat painful." He said he can lift no more than 5 pounds. His pain limit how far he can walk, his pain prevents him from sitting more than ½ hour and his pain prevents him from standing for more than 20 minutes. Because of the pain, he has about 6 hours of sleep each night.

He also said "I have brain fog and chronic pain. I have trouble thinking and problems remembering." He also said, "I have profound brain atrophy from the Sjogren's disease and chronic pain. I was diagnosed with neuropathy in 2011."

In interview, his mood was depressed; his affect was appropriate. He denied any suicidal ideation and denied auditory hallucinations. He indicated his limited mobility causes an increase in depression; he stated, "I think my depression started when I realized I was declining and when I couldn't work."

His thoughts and speech were sequential, goal-directed, clear, and coherent. Thought content was unremarkable for any delusional thinking and no clear signs of psychosis.

CONTINUED ON PAGE 4

CASE #: 5415243  
02/06/23

PAGE 4

He has never had any psychiatric hospitalizations. He endorsed items consistent with depression and anxiety. He is upset he cannot do the things he used to do. He acknowledged having fatigue, feelings of hopelessness and persistent sadness with poor sustained concentration. He denied having racing thoughts or anger issues.

He has some anxiety experiencing irritability, shortness of breath and racing heart. He worries about "everything" and feels he is forgetful.

He denied any history of illegal substance use. He denied any history of legal problems.

COLLATERAL INFORMATION: according to the progress note dated 2/1/22 by Adrienne Lange Licensed Psychologist, the claimant was seen. session focused on development of report, collection of medical, cycle social and mental health histories. He shared his complex medical history with primary diagnosis of small fiber Polyneuropathy, arthromyalgia, fibromyalgia and DRPS with unknown etiology. Recent medical treatments of IVIG, iron infusions, and treatment for copper deficiencies, recent chronic inflammatory response testing as well. he reported issues of early childhood trauma associated with mental illness in the family, and more recently having been exposed to completed suicide at close range when his ex-girlfriend died. Diagnosis included major depressive disorder, recurrent and post-traumatic stress disorder, chronic.

SENSORIUM AND MENTAL STATUS: Mr. Fouts was oriented to person, place and times. On the digit span task, he was able to recall one set of six digits forward and two sets of four digits in reverse. Short-term memory was within normal limits. On a test of recall, he made an effort to recall three out of three objects after a 5-minute period.

Fund of information was assessed to be average. He answered that there are 52 weeks in a year and he said that the sun sets in the west. It took him longer to answer than would be expected.

CONTINUED ON PAGE 5

JOHN FOULIS

CASE #: 5415243  
02/06/23

PAGE 5

Calculation skills were assessed to be within normal limits. When asked what 7 x 9 is, he replied "63." He correctly answered what \$.17 from one dollar is. He was slow to respond.

When asked to complete serial subtractions of 7s from 100, he was able to do so. However, he was slow at responding. Concentration was low average based upon his response style.

Abstract reasoning abilities were assessed to be low average. He correctly answered how an orange and a banana are alike and how a dog and a lion are alike. When asked to interpret the saying, "People who live in glass houses shouldn't throw stones," he replied, "Don't judge."

Judgment was assessed to be within normal limits. He answered that if one discovered a fire in a theater, they should "leave" and if one lost a library book, they should "pay for it."

PERSONAL HISTORY: The claimant was born in Louisville, Kentucky. His mother is 70 and his father is 78. He has one sister. He attended school in New Albany, Indiana. He graduated from Purdue University with a bachelor of science; he then earned a Master in Business Administration degree from IUS.

He is divorced; he has an 11-year-old female but stated "we split custody. She has autism."

He pulled off his chart from the U of L Hospital/U of L Physicians and it was noted his disorders as follows: Anisometropia, Lacrimal glands, Narcolepsy without cataplexy, Panic attacks, Vit D deficiency, Exophoria, Dysphagia, Recurrent MDD, Cubital tunnel syndrome-resolved, Migraines, Erythromelalgia, Asthma, Graves disorder, small fiber neuropathy, chronic venous insufficiency, complex regional pain syndrome, and gastroparesis, Sjogren's Syndrome, Cooper deficiency, Hypothyroid, benign fasciculation cramps syndrome.

The claimant said he has been on Adderall since 2016 after the surgery. Other medications include Plaquenil,

CONTINUED ON PAGE 6

JOHN FOUIS  
CASE #: 5415243  
02/06/23

PAGE 6

Benadryl, Tylenol, saline with IVIG, albuterol, lidocaine patch. He said "I have hyper deficiency and once every 52 days I get a copper infusion through hematology and oncology. This started in May 2021. He also has a nurse visit for his IV treatment.

FUNCTIONAL CAPACITY/CURRENT DAILY ACTIVITIES: As a daily routine, he said he is not able to do much during the day. He moved in to the basement of his parents house. He cannot do household chores or cook.

He noted on the disability referral, "I am able to dress myself, but it takes 15 to 20 minutes because I wear compression Things for chronic vascular insufficiency and move so because I am in constant pain. I cannot stand up for the very long to shower because of my feet and leg hurting and cramping. I washed my hair in the sink with a kitchen sprayer about once a week because it hurts me my hand is often shaky when I shave and left hand numb again from cubital tunnel not shower as often as I would like. I have a beard and mustache often looks scruffy. It takes me about 15 minutes even to pee due to neurogenic bladder issues. I also have gastroparesis, so I do not produce bowel movements as often as I need to. IVIG helps along with ex-lax.

I need reminders and set alarms, use a checklist sometimes, write notes down because I have a really bad memory.

I need help with cleaning and I have asked my doctor for a home health aid referral so hopefully I can get help. My mom does my laundry sometimes, or a full-service laundromat is used (they wash, dry and fold laundry for me). A home health aid would help with that too. Anything I do takes a long time because I either move slow due to pain, lack the energy to do things to begin with, or have to rest every few minutes.

He further noted, "on many days I do not go outside because I've gotten to the point that it is very difficult and challenging for me just to get out of my bedroom, down to park, trouble standing, or are laying for any length of time I can only walk a short distance. When driving I do not see very well at night and try to avoid it; takes

CONTINUED ON PAGE 7



CASE #: 5415243  
02/06/23

PAGE 7

energy I don't have, it is painful and I have to pull over if my eyes start to flare. (they flare multiple times daily)

His hobbies and interests include reading, watching TV, spending time with his son, sister and parents.

He noted on the disability referral, "I use a knee brace and hand brace and elbow demobilize her for joint path issues along with special ankle compression wear in addition to compression stockings."

He noted he can only lift about 10 pounds due to his back pain. He has difficulty lifting, squatting, bending, standing, walking, sitting, kneeling, stair climbing, understanding, following directions, and getting along with others.

SOCIAL INTERACTIONS: A history of impaired interpersonal relationships was denied. During the evaluation, he related to this psychologist in a friendly and cooperative manner. He did not have relationship problems within the work force.

STRESS TOLERANCE/DETERIORATION: As his stress level increases, his medical and psychiatric symptoms exacerbate.

CURRENT SPECIFIC MANIFESTATIONS OF A MENTAL/COGNITIVE DISORDER: The claimant presents with overall average to above average intellect. He was slow at responding. He has multiple health problems and chronic pain. His back surgery 14 years ago "was messed up and caused a lot of other issues."

CURRENT DSM-5 DIAGNOSES:

Depressive disorder due to multiple medical conditions  
with major depressive like episodes without psychosis;  
Unspecified anxiety disorder;  
Post traumatic stress disorder;  
Chronic severe pain;  
Multiple health problems.

PROGNOSIS: Guarded.

CONTINUED ON PAGE 8

CASE #: 5415243  
02/06/23

PAGE 8

PROBABLE DURATION OF IMPAIRMENT: Long-term and chronic.

SUMMARY: Again, the claimant presents with average to above average intellect. He did not show memory problems; however, he reported having issues with his concentration and he was slow in his recall.

His multiple medical problems, pain, and emotional difficulties hinder his overall functional level.

His ability to tolerate frustration, conform to social standards as well as maintain employment is severely impaired.

His ability to understand, retain, and follow instructions as would be required over a 40-hour workweek is severely impaired. Multi-tasking and completing multi-step instruction would likely be severely impaired over a 40-hour workweek. His ability to sustain attention to perform simple and repetitive tasks is severely impaired.

A history of interpersonal conflicts was denied.

Lastly, his ability to tolerate the stress and pressures associated with day to day work activity is severely impaired.

CAPABILITY TO MANAGE FUNDS: If Disability benefits are awarded, he does appear to be capable of managing them in his own best interest.

---

JENNIFER FISHKOFF, PSY.D.  
LICENSED PSYCHOLOGIST

DI/MT Initials-JF/DAN950  
Job #2460\_6934

This transcription was made from a recording of the voice of Jennifer Fishkoff, Psy.D.

Electronic Records Express Attestation: This document was electronically signed

Social Security Number: 402179858  
Request ID: DCC3448139  
SiteID: S20  
Route: dma

Sender Name: Fishkoff, Jennifer  
Date: Thu Feb 23 14:36:21 EST 2023

The following affirmation was electronically signed:

I am certifying under penalty of perjury, that I have been authorized or contracted by the Disability Determination Services to examine the claimant named in the attached, and produced a consultative examination report for that claimant. The report is accurate. By clicking on the "Agree" button below, I am certifying that I personally conducted, or personally participated in conducting, the consultative examination and have electronically signed the report contained within.

VisionFirst  
12951 Shelbyville Rd  
Louisville, KY 40243-1537  
Phone: (502) 254-1100  
Billing Inquiries: (502)459-3136  
[www.visionfirsteyecare.com](http://www.visionfirsteyecare.com)



March 16, 2023

**RE:** John Fouts  
**DOB:** 01/31/1979

To whom it may concern,

I had the pleasure of seeing Mr. Fouts for an ocular examination. This visit revealed dry eye symptoms consistent with Sjogren's Syndrome and Ocular Rosacea. This patient has a longstanding history of treatments involving various brands of artificial tears, Cequa, Restasis, and topical steroids. Current treatment includes Restasis BID OU, artificial tears 8-10x day, and Plaquenil for systemic inflammation. These current treatments are offering some relief but the symptoms are increasing again and additional treatment options are needed. Due to the large amount of artificial tears the patient is using, and the side effects that can come from this, we recommend switching to Autologous Serum tears. This is a more tailored treatment for each individual patient and gives less ocular surface side effects over time.

We thank you for your consideration of this treatment and ask that you allow it to be covered under his insurance, as it is a necessary next step in this patient's treatment journey.

Sincerely,

Signature: Kristen L. Rabaut, O.D.  
Kristen L. Rabaut, O.D.

Date: 03/16/2023

# FAX

**To: Fax User**

Company:

Fax: 99968246

Phone:

**From: Walkup**

Fax:

Phone:

E-mail:

---

**NOTES:**

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**Date and time of transmission:** Monday, May 15, 2023 9:38:10 AM

**Number of pages including this cover sheet:** 04

# UofL Physicians

## HIPAA FAX COVER LETTER

### UofL Physicians- GI Motility Clinic

225 Abraham Flexner Way, Ste 502, Louisville, KY 40202

502.588.7690 | 502.540.1414 | <https://uoflphysicians.com>

Abigail Stocker, M.D.

Thomas Abell, M.D.

Lindsay McElmurray, PA-C

Ben Rogers, M.D.

Carmelita Moppins, NP

# fax

TO: John Fouts FROM: **Lindsay McElmurray, PA-C**

---

FAX: 996-8246 FAX: **502-540-1414**

---

PHONE: \_\_\_\_\_ PHONE: **502-588-7690**

---

PAGES: \_\_\_\_\_ DATE: 5/15/23

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☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY

Re: John Fouts 1/31/79

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Housing paperwork

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### Confidentiality Notice

The information contained in this facsimile message and in any accompanying documents constitute confidential, privileged information covered under the Health Portability and Accountability Act (HIPAA). This information belongs to University of Louisville Physicians, Inc. and is intended only for the use of the individual or entity named above. If you are not the intended recipient of this information, you are hereby notified that any disclosure, copying distribution or the taking of any action in reliance on this information is strictly prohibited. If you have received this facsimile transmission in error, please notify the Privacy Official at 502.588.4520 or 1.855.588.6001 to arrange for its return. Thank You.

To be completed by a QUALIFIED MEDICAL PROFESSIONAL:

T Code:

Your client is a participant that has applied for or is receiving federally subsidized housing assistance. This person has requested a reasonable accommodation to allow them to use and enjoy their housing community. We ask that you carefully review this patient's request and verify that, in your professional opinion, there are facts that substantiate the request made above by the tenant.

Please provide a copy of your professional letter head or stamp along with this document.

1. Is the participant disabled? Yes (due to strokes) Yes (Asthma) Yes (Parky + Memory Issues)  
(The Fair Housing Act defines disability as a physical or mental impairment that substantially limits one or more major life activities (i.e., walking, seeing, hearing, speaking, breathing, and learning.) The Supreme Court has determined that to meet this definition a person must have an impairment that prevents or severely restricts the person from doing activities that are of central importance in most peoples' daily lives.)

☒ Yes ☐ No

2. Does this participant need the accommodation requested above to be able to live in his/her housing community?

☒ Yes ☐ No

3. How does the requested accommodation assist the participant within the housing community?

allows him to have access to medically necessary treatments

4. Please describe in what manner this disability restricts the participant in activities that are of central importance to his/her daily life: needs extra space to keep medical supplies required.

He needs access to a kitchen at all times.

5. If participant is requesting an extra bedroom for medical equipment, please provide the number of pieces of equipment and the dimensions of each piece.

Number of pieces of equipment: 6

Dimensions of each piece (height, width and depth):

details provided by pt on previous page

If a hospital bed is listed above in #5,

6. Will the hospital bed be replacing tenant's current bed? ☐ Yes ☐ No ☒ N/A  
7. Will the hospital bed be in addition to a regular bed? ☐ Yes ☐ No ☒ N/A

If necessary, will you be willing to provide additional information? ☒ Yes ☐ No

Name and position of qualified medical professional (please print): Abigail Stocker, MD

Signature of qualified medical professional: Abigail Stocker M.D. Date: 5/11/23

Address: 225 Abraham Flexner, Ste 502 Louisville Ky 40202

Telephone: 502-7690 Fax: 502-540-1414

Please provide a copy of your professional letter head along with this document or place your stamp in the box below.

# U of L Physicians

Thomas L. Abell, MD  
Abigail M. Stocker, MD  
Benjamin Rogers, MD  
Lindsay McElmurray, PA-C  
Carmelita Y. Moppins, APRN

GI Motility Clinic  
225 Abraham Flexner Way, Suite 502  
Louisville, KY 40202  
P: 502-588-7690  
F: 502-588-7790



Name: John Robert Fouts | DOB: 1/31/1979 | MRN: 4000280952 | PCP: Erin E Murphy, MD | Legal Name: John Robert Fouts

## Letter Details



UOFL PHYSICIANS - INTERNAL MEDICINE - CENTERS FOR PRIMARY CARE  
401 E CHESTNUT ST STE 370  
LOUISVILLE KY 40202  
Phone: 502-588-4500  
Dept Fax: 502-588-4501

February 7, 2023

John R. Fouts

Patient: **John Robert Fouts**  
Date of Birth: **1/31/1979**  
Date of Visit: **2/7/2023**

To whom it may concern;

John Fouts has been my primary care patient since 7/1/2020. I have seen him regularly for multiple chronic health conditions since that time. This letter serves as my medical attestation that John suffers from the following conditions:

- 1) intractable pain, which is a result of
- 2) neuropathy, and
- 3) fibromyalgia.

John wishes to obtain medical marijuana from a certified state and this letter is my attestation about his health conditions. I am a licensed KY medical provider and have a bona fide relationship with the patient.

Sincerely,

Erin E Murphy, MD  
KY Medical License # 52924

CC: No Recipients

*This letter was initially viewed by John Robert Fouts at 2/7/2023 4:30 PM.*

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Norton Community Medical Associates - Mt. Washington  
300 HIGH POINT COURT  
MOUNT WASHINGTON KY 40047-6560  
Phone: 502-955-6129  
Fax: 502-955-8161

March 1, 2024

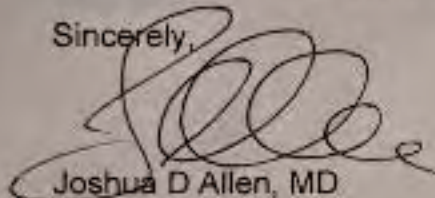
Patient: John Robert Fouts  
Date of Birth: 1/31/1979  
Date of Visit: 3/1/2024

To Whom it May Concern:

John Fouts was seen in my clinic on 3/1/2024. He suffers from Sjogren's syndrome. He is capable of driving at times, however, he can have moments of dizziness or other incapacitating symptoms that preclude his ability to safely drive.

If you have any questions or concerns, please don't hesitate to call.

Sincerely,



Joshua D Allen, MD



KY CLINIC MEDICINE SPECIALTIES  
740 S LIMESTONE, 2ND FLOOR WING C  
LEXINGTON KY 40536-0284  
859-323-6700

To whom it may concern,

My name is Dr. Robert Freilich and have been seeing and treating Mr. John Fouts for the better part of a year for his conditions of Long Covid and Chronic Fatigue Syndrome/Myalgic encephalomyelitis (CFS/ME). As with most with CFS/ME he has good days and bad days. In general, he has only ever report having 2-4 hrs or maximum of 4-6 hrs of decent daily activity. Otherwise, he is largely bed or couch ridden. I believe he could benefit from a trial of Methylene blue to see if this can increase his daily energy levels.

Regards,

A handwritten signature in black ink, appearing to read 'Robert Freilich', followed by 'MD-PhD' written in a separate, slightly detached script.

**Robert Freilich, MD-PhD**  
Assistant Professor  
Division of Rheumatology  
Department of Internal Medicine  
University of Kentucky



# Verification of Disability Mainstream Program

I authorize (agency) \_\_\_\_\_ to obtain necessary information regarding my disability status or that of a member of my household:

John R. Fouts → self  
Jack A. Fouts (Tanner) → child

(Print) Disabled Household Member Relationship to Head/Applicant SSN

I understand that this information is to help me qualify for appropriate housing and supportive services. By signing below, I authorize the release of this information.

Applicant Signature \_\_\_\_\_

Date 01-16-23

The above-named person has applied for housing under a U.S. Department of Housing and Urban Development (HUD) program that requires verification of a disability under the applicable HUD definition. Please indicate which condition(s) you have diagnosed this person to have.

- ☒ condition that:
- Is expected to be long-continuing or of indefinite duration; AND
  - Substantially impeded the person's ability to live independently; AND
  - Could be improved by the provision of more suitable housing conditions; AND
  - Is a physical, mental, or emotional impairment, including an impairment caused by post-traumatic stress disorder, or brain injury
- ☐ A developmental disability (as defined in Section 102 of the Developmental Disability Assistance and Bill of Rights Act of 2000 (42 USC 15002)). Which means a severe, chronic disability of an individual that:
- Is attributable to a mental or physical impairment or combination of mental and physical impairments; AND
  - Is manifested before the individual attains age 22; AND
  - Is likely to continue indefinitely; AND
  - Results in substantial functional limitations in three or more areas of major life activity; (a) Self-care; (b) Receptive and expressive language; (c) Learning; (d) Mobility; (e) Self-direction; (f) Capacity for independent living; (g) Economic self-sufficiency; AND
  - Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, or individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated. OR
  - An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting three or more of the criteria described above if the individual, without services and supports has a high probability of meeting those criteria later in life.
- ☐ The disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from an etiological agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).
- ☐ Is not considered disabled according to the above definitions.

Please Print: THIS SECTION MUST BE COMPLETE TO BE VALID

Name of Certifying Official (print clearly)	<u>Erin Murphy MD</u>
Office Address	<u>401 E Chestnut St Ste 370, Louisville KY 40202</u>
Telephone and Fax	<u>502-588-4500 PH / 502-588-4501 FAX</u>

Your signature below certifies that the above-named individual meets the disability definition indicated above AND you are professionally licensed by the state in which you practice diagnosing and treat the indicated disability.

Signature \_\_\_\_\_

Date 1/16/23

**WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.**

KHC 8-2020





4/6/23, 12:48 PM

Gmail - RE: CVID - Saw your talk on YouTube from about a year ago (just watched it for the first time)



John Fouts <fouts.john@gmail.com>

**RE: CVID - Saw your talk on YouTube from about a year ago (just watched it for the first time)**

1 message

Maglione, Paul <paul.maglione@bmc.org>  
To: John Fouts <fouts.john@gmail.com>

Wed, Apr 5, 2023 at 11:36 AM

Hi John,

Some answers to your questions:

1. Typically, CVID is not diagnosed based on genetics. However, once we have genetics we often do not use the diagnosis CVID anymore because the genetics better describes the condition (because CVID is very heterogeneous). I think in your case having two copies of mutated TNFRSF13B is likely to explain your antibody defects as well as your autoimmunity (in particular your Sjogren's, as you mention). So I am not sure it really matters. You have an inborn error of immunity or PIDD that I would call homozygous TNFRSF13B deficiency.
  2. I am not an expert in toxic mold, so I am not sure how to help your interpretation there. Certainly the findings are not typical. I'd wonder how your T cells are in terms of levels and function because they are important in fighting fungal infections.
  3. Antibody defects such as in your case may predispose to issues controlling enterovirus.
  4. IgG replacement dosing can be challenging. Obviously, I look at a number and make sure it is at least 1000 mg/dL at nadir (right before the next infusion). After that, I go by patient response. In other words, we will increase the dose (with discussion about goals/risks first) as long as we are gaining benefit. Once we hit a point where the patient tells me it is doing nothing or is not justified the extra efforts to achieve a higher dose, we stop.
- I hope this is helpful. It is obviously very difficult to do this over email. If your circumstances change, I'd be happy to welcome for a visit. We actually study TNFRSF13B mutations in my lab here at Boston University, so we would be very interested in your case as well as your blood!

Best regards,

PJ Maglione

*Try to  
get Melzack  
to allow us to  
go as of  
2023. 04/17*

4/6/23, 12:48 PM

Gmail - RE: CVID - Saw your talk on YouTube from about a year ago (just watched it for the first time)

Paul J. Maglione, MD, PhD

Assistant Professor of Medicine

Pulmonary Center

Chobanian & Avedisian School of Medicine

Boston University

paul.maglione@bmc.org

Phone (617) 638-7480

Fax (617) 638-7486

Boston Medical Center

Section of Pulmonary, Allergy, Sleep & Critical Care Medicine

Primary Immunodeficiency Clinic

725 Albany Street

Shapiro Building, Suite 9B

Boston, MA 02118

**From:** John Fouts <fouts.john@gmail.com>

**Sent:** Monday, April 3, 2023 11:52 PM

**To:** Maglione, Paul <paul.maglione@bmc.org>

**Subject:** CVID - Saw your talk on YouTube from about a year ago (just watched it for the first time)

*CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.*

**\*\*BE ADVISED\*\* COVID19-THEMED PHISHING EMAILS ARE INCREASING DAILY. EXERCISE CAUTION IN HANDLING ANY EXTERNAL EMAIL WITH A COVID-19-RELATED SUBJECT LINE, ATTACHMENT, OR HYPERLINK.**

I have a whole lot of diagnoses - including several from below...and more...

Sjogren's Disease (latest) - finally feel like diagnosed with the right thing....though....

Severe small fiber neuropathy - have had since 2011

Complex Regional Pain Syndrome - have had since 2009 when medical malpractice spine surgery - laser never intended for use in spine burnt spinal nerves...

Etc...

**Norton Neurology Services**  
3991 DUTCHMANS LANE  
SUITE 310  
LOUISVILLE KY 40207-4716  
Phone: 502-899-6782  
Fax: 502-899-6783

John R Fouts  
2321 Glenmary Ave Apt 2  
Louisville KY 40204

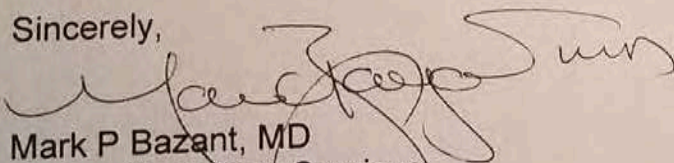
March 13, 2020

To Whom it May Concern:

I have followed Mr. Fouts in neurology clinic for his painful small fiber neuropathy, which produces sharp and burning pain sensations in the feet. Many affected individuals report exacerbation of their pain with constrictive footwear. Mr. Fouts notes worsening of the neuropathic pain in his feet with closed-toe shoes which limits his ability to perform activities of daily living. Please consider allowing him to wear open-toe footwear/sandals while at work.

If you have any questions or concerns, please don't hesitate to call.

Sincerely,



Mark P Bazant, MD  
Norton Neurology Services  
3991 DUTCHMANS LANE  
SUITE 310  
LOUISVILLE KY 40207-4716  
Phone: 502-899-6782  
Fax: 502-899-6783

Page 1 of 1

RE: Fouts, John



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**Reservation of Rights:** Plaintiff reserves the right to provide additional evidence and context as discovery progresses.

---

*John R. Fouts*

**End of EXHIBIT End of EXHIBIT PHYSICIAN LETTERS HIGHLIGHTING MEDICAL  
NECESSITY AND ONGOING VIOLATIONS**

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## **EXHIBIT 1:**

**UNLAWFUL FORCIBLE DETAINER EVICTION - DUE TO  
RETALIATION AND DISCRIMINATION AGAINST  
DISABLED SINGLE FATEHR WITH DISABLED SPECIAL  
NEEDS CHILD**

OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

AOC-215  
Rev. 11-21  
Page 1 of 2  
Commonwealth of Kentucky  
Court of Justice www.courts.ky.gov  
KRS 383.210

Dec. Code: EN-e

EVICTON NOTICE:  
NOTICE OF EVICTION HEARING  
TRIAL BY THE COURT

Case No: 25-C-601797  
Court: DISTRICT  
County: JEFFERSON Family / District  
Civil  
Division: DI

NEW CHESTNUT RIDGE APARTMENTS LLC  
VS.  
JOHN FOUTS, ET AL  
Defendant's Address: 2904 SITKA DR #29 LOUISVILLE, KY 40299  
Plaintiff's Attorney: ANDREW ZEH  
THE COMMONWEALTH OF KENTUCKY To the Sheriff (or any Constable):

The Plaintiff has filed a complaint in this Court claiming the Defendant on the 3rd day of December, 2024, forcibly detained and now forcibly detains from the Plaintiff the above-described property which the Defendant, tenant of the Plaintiff, now holds against Plaintiff.

YOU ARE THEREFORE, in the name of the Commonwealth of Kentucky, commanded to summon Defendant tenant to appear on the Trial Date shown below to inquire into the forcible detainer complained of and to give to Defendant at least three (3) days notice of the time and place of trial, and to make return of service at or before the time of trial.

Date: February 10th, 2025  
Davis L. Nicholson, Jefferson Circuit Clerk Clerk

TO THE TENANT: Your landlord has filed an eviction notice against you in this Court, claiming you are not entitled to remain on the premises. A trial will be held February 25th, 2025 at the time of 9:00AM, at DISTRICT COURTROOM 308, HALL OF JUSTICE, 3RD FLOOR 600 W. JEFFERSON STREET LOUISVILLE, KY 40202, to determine whether you will be evicted. If you have any reasons for why you should not be evicted, you MUST APPEAR in Court to explain your reasons at this time. If you will need an interpreter at your court appearance, please contact the Court listed above as soon as possible. Remote or in-person court attendanceZoom: Meeting ID 789 335 2944Password 308. Phone: 1-312-626-6799.Meeting ID 789 335 2944, Participant ID 308.Or visit www.jeffersondistrictcourt.com

THIS IS AN IMPORTANT PAPER. TAKE IT TO YOUR LAWYER IMMEDIATELY.

PROOF OF SERVICES

A copy of this Eviction Notice was:

☐ served by delivering same personally to the Defendant.

☐ served and explained to \_\_\_\_\_, age \_\_\_\_\_, who is the Defendant's (Relationship) \_\_\_\_\_; after Defendant could not be found.

☐ posted in a conspicuous place on the Defendant's premises on this date and mailed same to the above address by regular mail through the U.S. Postal Service, postage prepaid on the \_\_\_\_\_ day of \_\_\_\_\_. Neither Defendant, nor a member of his/her family, could be found.

Date: \_\_\_\_\_, 20 \_\_\_\_\_ Served by: \_\_\_\_\_  
Sheriff's Office of \_\_\_\_\_ County \_\_\_\_\_

Presiding Judge: HON. TANISHA A. HICKERSON (730073)  
10002

FALSE  
STATEMENT  
MADE BY  
PLAINTIFF(S)

THE PLAINTIFF IN THIS  
CASE 'CLAIMS' THAT I  
'FORCIBLY DETAINED'  
THE APARTMENT ON  
**DECEMBER 3, 2024.**

I WOULD ASK THE  
HONORABLE JUDGE OF  
THE COURT TO PLEASE  
REVIEW THIS, AND LET ME  
KNOW HOW IT IS  
POSSIBLE TO FORCIBLY  
DETAIN AN APARTMENT  
WITHIN THE DURATION  
OF THE SIGNED LEASE  
AGREEMENT SIGNED BY  
THE TENANT AND THE  
LANDLORD?

# **EXHIBIT 4B:**

**FEB-4-EMAIL**

**COMMUNICATIONS WITH**

**HUD (HOUSING AND URBAN DEVELOPMENT)**

**LMHA (LOUISVILLE METRO HOUSING AUTHORITY)**

**STATION J-TOWN**

**NEW CHESTNUT RIDGE APARTMENTS LLC**



John Fouts &lt;fouts.john@gmail.com&gt;

**Immediate Written Confirmation Required – Unlawful Lease Non-Renewal Without Cause Must Not Take Effect Until Housing Secured - 2025-02-04**

1 message

**John Fouts** <fouts.john@gmail.com>

Tue, Feb 4, 2025 at 6:58 PM

To: Station Jtown <stationjtown@vida-management.com>, Teresa Ramon <tramon@vida-management.com>, Lauren Stallings <lstallings@vida-management.com>, John Fouts <Fouts.John@gmail.com>, 5025746811@faxage.com, info@vida-management.com, Nicole.A.Hayden@hud.gov, Camille Robinson <crobinson@lmha1.org>, Elizabeth <strojan@lmha1.org>, Station J-Town <chats-Y1GE7E9N-1697324230+prospect+800535838@knck.io>, Nicole.Hayden@hud.gov, reasonableaccommodations@hud.gov, FHEOcomplaintsOffice06@hud.gov, "McNeil, Frank H" <frank.h.mcneil@hud.gov>, Deborah Gilbert <gilbert@lmha1.org>, Rose McCarty <mccarty@lmha1.org>, inquiry@nij.ojp.gov, LMPDtipline@louisvilleky.gov, jcso@jeffersoncountyclerk.org, 2024859080@faxage.com, lmha@louisvilleky.gov, 2024859081@faxage.com

**Subject: Immediate Written Confirmation Required – Unlawful Lease Non-Renewal Without Cause Must Not Take Effect Until Housing Secured**

I do not wish to renew my lease at this property; however, **you must provide immediate written confirmation that non-renewal will not take effect until alternative housing arrangements are secured due to my federally protected disability status and ongoing federal court litigation in which this matter is directly implicated.**

**Additionally, immediately confirm in writing immediately that no walk-through will occur at this time.**

**I am still awaiting responses from HUD and LMHA, both of which remain unlawfully / illegally silent despite their legal obligations.**

Notably:

- Elizabeth Strojan, Executive Director of Louisville Metro Housing Authority (LMHA), has failed to ensure that LMHA operates transparently and lawfully regarding disability accommodations and lease non-renewals.
- Camille Robinson, Deputy Executive Director of Leased Housing at LMHA, responsible for overseeing leased housing programs, has not responded to multiple communications regarding ADA and Fair Housing Act compliance.
- Nicole Hayden, Senior HUD Official (Nicole.A.Hayden@hud.gov), responsible for federal oversight of housing programs, has been unresponsive despite repeated outreach regarding this urgent matter, failing to enforce HUD's own regulations.

**Failure to provide this confirmation will be considered further retaliation and a further and additional violation of federal law(s), including but not limited to:**

- **Section 504 of the Rehabilitation Act (29 U.S.C. § 794)**
- **The Fair Housing Act (42 U.S.C. § 3601 et seq.)**
- **The Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)**
- **VAWA Protections for Survivors of Domestic Violence**
- **Olmstead v. L.C. (527 U.S. 581, 1999) & Section 1915(c) of the Social Security Act**

**EXHIBIT 4B: FEB 4 EMAIL COMMUNICATIONS WITH HUD - LMHA - STATION 1 TOWN NEW CHESTNUT RIDGE APTS LLC**  
**A written response is required immediately to confirm compliance with federal law.**

**Attached: DOCKET 74 – Medical Necessity Letter from Dr. Jordan Vaughn**, affirming the critical need for housing stability due to my disability and medical condition.

**Sincerely,**

**John R. Fouts, MBA**

**Phone: 502.956.0052 (Text Only - ADA Accommodations)**

**Fax: 502.996.8246 (HIPAA Compliant)**

**Email: [Fouts.John@gmail.com](mailto:Fouts.John@gmail.com)**

---

 **DOCKET 74-EMERGENCY MEDICAL NECESSITY EXHIBIT Letter from Dr Jordan Vaughn Regarding Urgent HousingAccommodations.pdf**  
198K

**EXHIBIT 4B: FEB 4 EMAIL COMMUNICATIONS WITH HUD - LMHA - STATION J-TOWN - NEW CHESTNUT RIDGE APTS LLC  
EMERGENCY MEDICAL NECESSITY EXHIBIT: LETTER FROM DR. JORDAN VAUGHN  
REGARDING URGENT HOUSING ACCOMMODATIONS**

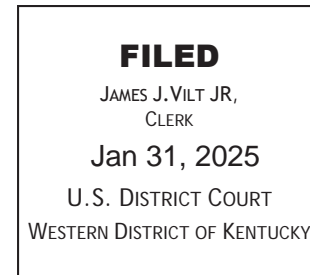
**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY**

**John R. Fouts,**  
Plaintiff,

v.

**Defendants**

**Case No.: 3:25-CV-00033-BJB**



I, **John R. Fouts**, respectfully submit this **Emergency Medical Necessity Exhibit** in support of my request for urgent relief regarding the potential loss of my Housing Choice Voucher, which expires today, January 31, 2025, and the severe health risks posed by the possibility of eviction or abrupt relocation – as Station J-Town, a Vida-Management Property, issued a non-lease renewal without cause on December 4, 2025, as previously exhibited stating end of lease is February 8, 2025, and later a walkthrough document was jammed in my door stating that it would take place February 5, 2025. This is a true emergency situation as noted repeatedly, previously, and ignored.

Attached is a letter from Plaintiff's Long Covid with Microclots and MCAS (Mast Cell Activation Syndrome) treating physician, **Dr. Jordan Vaughn**, which outlines the critical nature of Plaintiff's medical conditions and the **urgent need for stable housing** to prevent a **serious health crisis or crises**.

As set forth in Dr. Vaughn's letter, Plaintiff is currently suffering from multiple debilitating health conditions, including **Long COVID, venous insufficiency, mast cell activation syndrome**, and **other complex medical issues** that severely affect Plaintiff's ability to function on a daily basis. Given the **fragility of Plaintiff's health**, any abrupt displacement from Plaintiff's current residence would not only destabilize Plaintiff's medical care but also exacerbate Plaintiff's symptoms, potentially leading to a **medical crisis or crises** that could have **irreparable consequences as noted in a number of previous filings that have been ignored**.

The letter explicitly underscores that maintaining stable housing is **critical for Plaintiff's health** and the **proper management of Plaintiff's conditions**.



**EXHIBIT 4B: FEB 4 EMAIL COMMUNICATIONS WITH HUD - LMHA - STATION J-TOWN - NEW CHESTNUT RIDGE APTS LLC  
EMERGENCY MEDICAL NECESSITY EXHIBIT: LETTER FROM DR. JORDAN VAUGHN  
REGARDING URGENT HOUSING ACCOMMODATIONS**

As **Dr. Vaughn** clearly states, it is unreasonable, inhumane, and potentially dangerous to demand Plaintiff's relocation within such a short timeframe, especially given Plaintiff's **medical fragility** and the **vulnerabilities** Plaintiff faces as a primary caregiver for his child.

This **Emergency Exhibit** is submitted to inform the Court of the **urgent medical necessity** for the **reasonable accommodation** of **stable housing**, in accordance with applicable federal laws, including:

1. **The Americans with Disabilities Act (ADA):** Ensuring **reasonable accommodations** for individuals with disabilities. The denial of reasonable housing accommodations under the ADA creates an imminent risk to Plaintiff's health, as outlined in Dr. Vaughn's letter.
2. **The Fair Housing Act (FHA):** Providing **protections from discrimination** in housing based on disability and mandating **reasonable accommodations**. The failure to provide necessary accommodations under the FHA is both discriminatory and detrimental to Plaintiff's well-being.
3. **Section 504 of the Rehabilitation Act: Prohibiting discrimination** in housing matters for those receiving federal assistance. The refusal to accommodate my housing needs is a violation of this act.
4. **The Violence Against Women Act (VAWA):** Offering **protections** for victims of domestic violence, including safeguards against eviction or retaliation. As a victim of domestic abuse, Plaintiff is entitled to protection from retaliatory actions related to his housing situation.

Additionally, Plaintiff is asserting his **right to reserve ADA accommodations** for any future filings and communications, as this matter significantly impacts my ability to access fair and equitable justice. Plaintiff requests that the Court immediately address the **need for stable housing** in light of the **medically fragile** state described in Dr. Vaughn's letter, and also referred to multiple times in previous letters all ignored.

Plaintiff respectfully requests that this letter be immediately considered as part of Plaintiff's ongoing emergency filings that have all been ignored. Plaintiff emphasizes that the loss of his Housing Choice Voucher, if not immediately addressed by the Court, would **cause irreparable harm** to his health and violate his rights under the **ADA, FHA, Section 504, and VAWA along with others**. The need for swift judicial intervention is paramount to ensure Plaintiff's continued access to stable housing and to avoid **medical crises**.

**EXHIBIT 4B: FEB 4 EMAIL COMMUNICATIONS WITH HUD - LMHA - STATION J-TOWN - NEW CHESTNUT RIDGE APTS LLC  
EMERGENCY MEDICAL NECESSITY EXHIBIT: LETTER FROM DR. JORDAN VAUGHN  
REGARDING URGENT HOUSING ACCOMMODATIONS**

---

**Note Regarding Defendants Section:**

It is important to note that **multiple courts**, including the **9th District Court of Northern California**, the **9th Circuit Court of Appeals**, and the **6th District Court**, have failed to address a **clerical error** regarding the listing of defendants in this case.

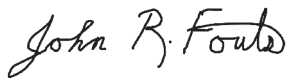
Despite repeated efforts by me to correct this error, including attempts to file a **Writ of Mandamus** via email with the **9th Circuit Court of Appeals** on **January 10, 2025**, the **Court has not acknowledged** or responded to this issue.

This ongoing failure to correct the **defendants' listing** is indicative of the **judicial obstruction** that has continually hindered my ability to seek timely relief.

These **errors in the record** have contributed to the ongoing **retaliation** and **obstruction of justice** that I have been subjected to.

---

**Respectfully Submitted,**



**John R. Fouts**

2904 Sitka Dr. Apt. L29  
Louisville, KY 40299  
Phone: 502.956.0052

Email: [fouts.john@gmail.com](mailto:fouts.john@gmail.com)

Fax: 502.996.8246

**Case No.: 3:25-CV-00033-BJB**

**EXHIBIT 4B: FEB 4 EMAIL COMMUNICATIONS WITH HUD - LMHA - STATION J-TOWN - NEW CHESTNUT RIDGE APTS LLC**

MedHelp 280 LLC • 4600 HWY 280, BIRMINGHAM AL 35242-5028

---

FOUTS, John ROBERT (id #585882, dob: 01/31/1979)



Recipient:

Phone: , Fax:

Fax

This fax may contain sensitive and confidential personal health information that is being sent for the sole use of the intended recipient. Unintended recipients are directed to securely destroy any materials received. You are hereby notified that the unauthorized disclosure or other unlawful use of this fax or any personal health information is prohibited. To the extent patient information contained in this fax is subject to 42 CFR Part 2, this regulation prohibits unauthorized disclosure of these records.

If you received this fax in error, please visit [www.athenahealth.com/NotMyFax](http://www.athenahealth.com/NotMyFax) to notify the sender and confirm that the information will be destroyed. If you do not have internet access, please call 1-888-482-8436 to notify the sender and confirm that the information will be destroyed. Thank you for your attention and cooperation.  
[ID:11740971-H-17217]

**EXHIBIT 4B: FEB 4 EMAIL COMMUNICATIONS WITH HUD - LMHA - STATION J-TOWN - NEW CHESTNUT RIDGE APTS LLC**

Date: 01/31/2025  
RE: John Fouts, DOB: 01/31/1979, PT ID #585882

To Whom It May Concern,

I am writing this letter on behalf of my patient, Mr. John R. Fouts, who is currently under my medical care for multiple serious health conditions, including Long COVID, venous insufficiency, and mast cell activation syndrome, among other complex medical concerns. These conditions significantly impact his daily functioning and ability to undertake major life activities, including securing and relocating to a new residence within an unreasonable timeframe.

Due to the chronic and debilitating nature of his health conditions, Mr. Fouts faces substantial limitations in mobility, endurance, and overall well-being. His medical situation necessitates stability in his living environment to manage his symptoms effectively and prevent exacerbation of his conditions. An abrupt displacement from his current residence would pose a severe risk to his health, disrupting essential care, treatment adherence, and symptom management, which could lead to worsening of his condition and potential medical crises.

Furthermore, Mr. Fouts is the primary caregiver for his child, and his medical challenges make it exceedingly difficult for him to rapidly secure alternative housing while continuing to provide necessary care and stability for his child. Forcing an urgent relocation is neither reasonable nor humane, given his documented disabilities. The protections afforded by the Americans with Disabilities Act (ADA), the Fair Housing Act (FHA), Section 504 of the Rehabilitation Act, the Violence Against Women Act (VAWA), and Section 1915(c) of the Social Security Act are critical in ensuring that individuals with disabilities and their dependents are not unlawfully displaced or discriminated against in housing matters.

Given the severity of his condition, I strongly advocate for reasonable accommodations to be granted to Mr. Fouts in accordance with applicable federal and state laws. It is imperative that he be allowed to maintain stable housing, as abrupt eviction or non-renewal of his lease would pose significant harm to his health and well-being.

Please do not hesitate to contact my office should you require any further information or clarification regarding Mr. Fouts' medical condition and the necessity of stable housing for his health.  
Sincerely,

A handwritten signature in black ink, appearing to read 'Jordan Vaughn', with a long horizontal line extending to the right.

Electronically Signed by: JORDAN VAUGHN, MD

END OF EXHIBIT

# **EXHIBIT 5:**

**CORRESPONDENCE FROM**

**LAUREN STALLINGS**

**VIDA-MANAGEMENT, INC.**

**STATION J-TOWN**

**NEW CHESTNUT RIDGE APARTMENTS LLC**

**MISMANAGEMENT**

**Sent:** 2024-04-02 12:03:03 PM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** fouts.john@gmail.com  
**Cc:** "Teresa Ramon"  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: Problems With Billing And No Way To Pay Because I cannot reduce bill by amount I do not owe.....tried to call RealPage but could not get to any person...also tried to call Station Jtown Office - Could Not Reach Anyone  
**Attachments** [image001.png](#) , [image002.png](#) , [image003.png](#) , [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#) , [L29 Ledger.pdf](#)

---

Good afternoon John,

RealPage will not be able to help you with any questions , they are just our third-party billing company, and all questions would be rerouted to our office for us to help you. As far as your bill...

You have not yet paid a \$20 activation fee for your utilities, those only post when you receive your first water/sewer bill, which this month you have, and therefore that \$20 activation fee posted, so we cannot remove that fee.

Your LGE was not in your name at move in... from that previous email you attached it seems you had an unpaid bill that had to be paid and that was reason for delay. When a resident takes possession of apartment or is living in the unit, and at any point we receive a bill because it was not in their name, they are responsible for paying that bill plus the \$50 penalty fee.. so, we cannot remove that \$50 recovery fee.

Also, if you look at the attachment, it is your ledger which shows where on 2/26 you were credited back the \$30 for the mailbox lock.

Your total due for April is \$344.91 and can be paid online or by money order.

Thank you!

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 2 of 90 02

All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [lstallings@vida-management.com](mailto:lstallings@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

Please consider the environment before printing this e-mail.

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**From:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>

**Sent:** Tuesday, April 2, 2024 11:18 AM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Fw: Problems With Billing And No Way To Pay Because I cannot reduce bill by amount I do not owe.....tried to call RealPage but could not get to any person...also tried to call Station Jtown Office - Could Not Reach Anyone

All the best,

Teresa Ramon  
Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [tramon@vida-management.com](mailto:tramon@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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**From:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Sent:** Tuesday, April 2, 2024 10:12 AM

**To:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>

**Subject:** RE: Problems With Billing And No Way To Pay Because I cannot reduce bill by amount I do not owe.....tried to call RealPage but could not get to any person...also tried to call Station Jtown Office - Could Not Reach Anyone

Can you forward me those documents he sent? Those didn't attach for some reason.

THROUGH 2025-01-22

27-01-2025

Page 2 of 90

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 3 of 90 03

All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [lstallings@vida-management.com](mailto:lstallings@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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**From:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>

**Sent:** Monday, April 1, 2024 6:22 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Fw: Problems With Billing And No Way To Pay Because I cannot reduce bill by amount I do not owe.....tried to call RealPage but could not get to any person...also tried to call Station Jtown Office - Could Not Reach Anyone

**Importance:** High

Read thread please.

Thank you

All the best,

Teresa Ramon  
Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [tramon@vida-management.com](mailto:tramon@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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**From:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>

**Sent:** Monday, April 1, 2024 6:21 PM

**To:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>; Station J Town <[stationjtown@vida-management.com](mailto:stationjtown@vida-management.com)>

THROUGH 2025-01-22

27-01-2025

Page 3 of 90



Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

**Subject:** Re: Problems With Billing And No Way To Pay Because I cannot reduce bill by amount I do not owe.....tried to call RealPage but could not get to any person...also tried to call Station Jtown Office - Could Not Reach Anyone

John,

You could not reach anyone as I previously told you we were closed until Tuesday and that my assistant manager would be happy to explain all charges on your ledger until 6 pm this week, Tues-Friday-whichever day works best for you. I am forwarding this email to her email so when you come in to the office to discuss this she will have an idea of your issues, our office is literally in the same living community as you reside and I do suggest an in person meeting for easier communication.

Respectfully,

All the best,

Teresa Ramon  
Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [tramon@vida-management.com](mailto:tramon@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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---

**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Monday, April 1, 2024 6:04 PM

**To:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>; Station J Town <[stationjtown@vida-management.com](mailto:stationjtown@vida-management.com)>

**Subject:** Problems With Billing And No Way To Pay Because I cannot reduce bill by amount I do not owe.....tried to call RealPage but could not get to any person...also tried to call Station Jtown Office - Could Not Reach Anyone

Teresa,

I put together a formal document for you to take a look at.

I had forgotten that Jackie has an out of state appointment tomorrow in Illinois...I will be gone during normal business hours unfortunately, and on Wednesday I have lab work that I must do first thing in the morning but aside from that, I should be able to meet with you -- a phone call might be easier for me though as I am also experiencing some car trouble and feel my car is somewhat unreliable at the moment.

Please see the attached. There should be 5 documents.

In addition to the 5 documents, please see the below screenshots.

THROUGH 2025-01-22

27-01-2025

Page 4 of 90

**Sent:** 2024-04-02 9:45:04 PM  
**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
**To:** "Lauren Stallings"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** Fwd: Re: FORM: Start service  
(residential) [InteractionID:5598ddb7-  
ada8-42b4-8ed7-9220b6b04797]

---

----- Forwarded message -----

**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
**Date:** Thu, Feb 8, 2024 at 3:40 PM  
**Subject:** Re: Re: FORM: Start service (residential)  
[InteractionID:5598ddb7-ada8-42b4-8ed7-9220b6b04797]  
**To:** <[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)>

NO - it should not have been in my name during that time period. I moved out and my lease ended on 12/31/2022. What do you need from me to prove this?

On Thu, Feb 8, 2024 at 3:35 PM <[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)> wrote:  
Hello John

I apologize for any confusion. I am showing that the service at 2321 Glenmary Ave. Apt. 2 in Louisville was active in your name from 1/4/23 through 3/29/23. I apologize, but I do not show that any payments were received on this account either from you or from LIHEAP. I have attached a copy of the final billing statement for your reference.

Thank you!

Shawn

Customer Service Representative

502-589-1444 (LG&E)

800-981-0600 (KU/ODP)

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC  
[lge-ku.com/contact](http://lge-ku.com/contact)

Page 6 of 90 02

----- Original Message -----

**From:** "John Fouts" <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**To:** "[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)" <[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)>

**Sent:** 2/8/2024 3:23:00 PM

**Subject:** Re: FORM: Start service (residential) [InteractionID:c2d82466-6d60-4ac0-a355-897911ac896c]

I don't owe that - I was eligible for LIHEAP -- you all actually owe me money. Shall I file a claim in small claims court to resolve the matter? I just don't know how to address it the most quickly.

On Thu, Feb 8, 2024 at 2:43 PM <[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)> wrote:

Hi John,

I received your request for new service; however, our records show an outstanding balance of \$224.91 on account 300044436032 for address 2321 Glenmary Ave Apt 2 in Louisville. Unfortunately, we're unable to set up a new account for you until this balance has been paid in full.

Once the payment has been made, please reply to this email to resubmit your application. You may also resubmit at [lge-ku.com/startstop](http://lge-ku.com/startstop), through your online account at [my.lge-ku.com](http://my.lge-ku.com), or by calling us at the number below options 1-3-2. We're available by phone Monday through Friday from 7 am to 7 pm ET.

For a complete list of payment options, please visit us at [lge-ku.com/waystopay](http://lge-ku.com/waystopay).

We have put together a list of agencies that may be able to assist you with your utility bill. For more information, please visit us at <https://lge-ku.com/residential/assistance-programs/lge-heating-assistance>.

Local churches and ministries may also be able to provide some assistance.

I hope this information is helpful. Have a good day!

Tamara  
Customer Service Representative  
502-589-1444 (LG&E)  
800-981-0600 (KU/ODP)  
[lge-ku.com/contact](http://lge-ku.com/contact)

----- Original Message -----

**From:** "fouts.john@gmail.com" <[corpweb@lge-ku.com](mailto:corpweb@lge-ku.com)>

**To:** "[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)" <[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)>

**Sent:** 2/8/2024 2:09:59 PM

**Will this be your primary residence?**

Yes

**Type of service**

Electric, Gas

**Service Provider**

LG&E

**Does Meter Exist**

Yes

**Property Ownership**

Rent/Lease

**Mailing address is different than service address?**

unchecked

**Add joint account holder(s) or contact person(s)**

**Add Additional authorized party**

unchecked

**Add Additional**

unchecked

**Additional questions**

**Message**

I have had an LG&E Account previously. From July to December 2022, you all charged me, but I was eligible for LIHEAP, and you all charged me anyway..... I declared bankruptcy in late 2022, which was finalized in early 2023...due to ongoing costs of medical care/treatment that insurance fails to cover despite medical necessity. My new apartment address is 2904 Sitka Drive #29 Jeffersontown, KY 40299 As my only income is from KTAP, and I am still on Medicaid and SNAP -- I am still eligible for LIHEAP.

**I give permission for a check of my credit history**

checked

**Terms and Privacy Policy agreement**

checked

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Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC Page 8 of 90 05

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--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**

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--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**

--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**

-----

Hello John

I apologize for any confusion. I am showing that the service at 2321 Glenmary Ave. Apt. 2 in Louisville was active in your name from 1/4/23 through 3/29/23. I apologize, but I do not show that any payments were received on this account either from you or from LIHEAP. I have attached a copy of the final billing statement for your reference.

Thank you!

Customer Service Representative

502-589-1444 (LG&E)

800-981-0600 (KU/ODP)

[lge-ku.com/contact](http://lge-ku.com/contact)

-----

So I need you all to provide proof that I was not living there, AND not responsible for utilities after 12/31/2022. I need this urgently so I can get the keys to my new apartment....they can't give them to me until I have the LG&E bill in my name. I can't do that until I get this mess cleared up.

John

--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**

--

**"Shining" in Service,**

**Sent:** 2024-04-02 9:46:22 PM  
**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
**To:** "Lauren Stallings"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** Fwd: Re: FORM: Start service  
(residential) [InteractionID:5598ddb7-  
ada8-42b4-8ed7-9220b6b04797]

---

----- Forwarded message -----

From: **John Fouts** <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
Date: Thu, Feb 8, 2024 at 3:56 PM  
Subject: Re: Re: FORM: Start service (residential)  
[InteractionID:5598ddb7-ada8-42b4-8ed7-9220b6b04797]  
To: <[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)>

The person responsible for any charges after 12/31/2022, when I moved out, should be Property Management of Louisville (PMOFL). You can call there and speak to Sarah Mattingly or Brian Stocker to verify this. I moved out 12/31/2022.

Property Management of Louisville 502-895-9136....

[pmofl.com](http://pmofl.com).

On Thu, Feb 8, 2024 at 3:35 PM <[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)> wrote:

Hello John

I apologize for any confusion. I am showing that the service at 2321 Glenmary Ave. Apt. 2 in Louisville was active in your name from 1/4/23 through 3/29/23. I apologize, but I do not show that any payments were received on this account either from you or from LIHEAP. I have attached a copy of the final billing statement for your reference.

Thank you!

Shawn

Customer Service Representative

502-589-1444 (LG&E)

800-981-0600 (KU/ODP)

[lge-ku.com/contact](http://lge-ku.com/contact)

----- Original Message -----

**From:** "John Fouts" <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**To:** "<[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)>" <[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)>

**Sent:** 2/8/2024 3:23:00 PM

**Subject:** Re: FORM: Start service (residential) [InteractionID:c2d82466-6d60-4ac0-a355-897911ac896c]

I don't owe that - I was eligible for LIHEAP -- you all actually owe me money. Shall I file a claim in small claims court to resolve the matter? I just don't know how to address it the most quickly.

On Thu, Feb 8, 2024 at 2:43 PM <[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)> wrote:

Hi John,

I received your request for new service; however, our records show an outstanding balance of \$224.91 on account 300044436032 for address 2321 Glenmary Ave Apt 2 in Louisville. Unfortunately, we're unable to set up a new account for you until this balance has been paid in full.

Once the payment has been made, please reply to this email to resubmit your application. You may also resubmit at [lge-ku.com/startstop](http://lge-ku.com/startstop), through your online account at [my.lge-ku.com](http://my.lge-ku.com), or by calling us at the number below options 1-3-2. We're available by phone Monday through Friday from 7 am to 7 pm ET.

For a complete list of payment options, please visit us at [lge-ku.com/waystopay](http://lge-ku.com/waystopay).

We have put together a list of agencies that may be able to assist you with your utility bill. For more information, please visit us at <https://lge-ku.com/residential/assistance-programs/lge-heating-assistance>.

Local churches and ministries may also be able to provide some assistance.

I hope this information is helpful. Have a good day!



Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 12 of 90 04

**Suite, Apt**

29

**City**

Jeffersontown

**State**

Kentucky

**Zip**

40299

**Will this be your primary residence?**

Yes

**Type of service**

Electric, Gas

**Service Provider**

LG&E

**Does Meter Exist**

Yes

**Property Ownership**

Rent/Lease

**Mailing address is different than service address?**

unchecked

**Add joint account holder(s) or contact person(s)**

**Add Additional authorized party**

unchecked

**Add Additional**

unchecked

**Additional questions**

**Message**

I have had an LG&E Account previously. From July to December 2022, you all charged me, but I was eligible for LIHEAP, and you all charged me anyway..... I declared bankruptcy in late 2022, which was finalized in early 2023...due to ongoing costs of medical care/treatment that insurance fails to cover despite medical necessity. My new apartment address is 2904 Sitka Drive #29 Jeffersontown, KY

40299 As my only income is from KTAP, and I am still on Medicaid and SNAP -- I am still eligible for LIHEAP.

**I give permission for a check of my credit history**  
checked

**Terms and Privacy Policy agreement**  
checked

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--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**

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--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**

--

**Sent:** 2024-04-02 9:47:34 PM  
**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
**To:** "Lauren Stallings"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** Fwd: Re: Re: Re: FORM: Start service (residential) [InteractionID:fa6d34ee-3941-4fa4-a462-dcd9dcec4d65]

---

Further info -- LGE had told me wrong dates, wrong amount, and wrong reasons for a balance being on my bill..... we are moving here from an emotionally abusive situation fyi...regarding my child...

----- Forwarded message -----

From: <[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)>  
Date: Thu, Feb 8, 2024 at 4:38 PM  
Subject: RE: Re: Re: Re: FORM: Start service (residential) [InteractionID:fa6d34ee-3941-4fa4-a462-dcd9dcec4d65]  
To: John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

Hi John,

I apologize again for any confusion about giving you the incorrect date of when your service ended. The correct date is 1/3/23.

I am sorry to hear of your health issues and all you are going through. Unfortunately, we are not able to start service when there is an outstanding balance.

For information about other financial assistance options that might be available, visit [lge-ku.com/assistance-programs](https://lge-ku.com/assistance-programs).

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 15 of 90 02

Thank you,

Deborah  
Customer Service Representative  
502-589-1444 (LG&E)  
800-981-0600 (KU/ODP)

[lge-ku.com/contact](http://lge-ku.com/contact)

----- Original Message -----

**From:** "John Fouts" <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**To:** "[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)" <[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)>

**Sent:** 2/8/2024 4:12:38 PM

**Subject:** Re: Re: Re: FORM: Start service (residential) [InteractionID:7b8d1eb7-fb0e-41ef-ac91-c45a638516e9]

I have no income aside from KTAP which is \$372 per month and that has to make up for the rent for the new apartment (my portion) of housing choice voucher that I am using.....and I get \$242 for SNAP to feed me and my child per month and I have to eat gluten free out of medical necessity. The \$372 also has to cover gas to and from doctor appointments, and other costs associated.

I am not able to pay because I do not have any money - I do not have any income because I am disabled. I became disabled in 2022.....I was disabled before that...but had not been successful yet in winning SSDI benefits that are promised to you when you pay into the system if you get sick (which is a false promise by the government)....anyway after fighting for SSDI after initially applying over 10+ years ago....I finally was approved and my date of disability dates back to June 30, 2022....I do not yet have the letter in writing -- all I have is the judge's verbal statement that he decided favorably for my case.

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I have a LIHEAP appointment scheduled for the 14th of February but that is a week away and I already had to put deposit down and need to be able to move especially due to scheduling and rescheduling of doctors appointments, into my apartment...

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I hope this information is helpful. Have a good day and let us know if you need anything else!

Deborah

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 16 of 90 03

Customer Service Representative  
502-589-1444 (LG&E)  
800-981-0600 (KU/ODP)  
[lge-ku.com/contact](http://lge-ku.com/contact)

----- Original Message -----

**From:** "John Fouts" <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
**To:** "rscmoves@lge-ku.com" <[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)>  
**Sent:** 2/8/2024 3:40:32 PM  
**Subject:** Re: Re: FORM: Start service (residential) [InteractionID:5598ddb7-ada8-42b4-8ed7-9220b6b04797]

NO - it should not have been in my name during that time period. I moved out and my lease ended on 12/31/2022. What do you need from me to prove this?

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I apologize for any confusion. I am showing that the service at 2321 Glenmary Ave. Apt. 2 in Louisville was active in your name from 1/4/23 through 3/29/23. I apologize, but I do not show that any payments were received on this account either from you or from LIHEAP. I have attached a copy of the final billing statement for your reference.

Thank you!

Shawn

Customer Service Representative  
502-589-1444 (LG&E)  
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[lge-ku.com/contact](http://lge-ku.com/contact)

----- Original Message -----

**From:** "John Fouts" <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
**To:** "rscmoves@lge-ku.com" <[rscmoves@lge-ku.com](mailto:rscmoves@lge-ku.com)>  
**Sent:** 2/8/2024 3:23:00 PM  
**Subject:** Re: FORM: Start service (residential) [InteractionID:c2d82466-6d60-4ac0-a355-897911ac896c]

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Hi John,

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC Page 17 of 90 04

I received your request for new service; however, our records show an outstanding balance of \$224.91 on account 300044436032 for address 2321 Glenmary Ave Apt 2 in Louisville. Unfortunately, we're unable to set up a new account for you until this balance has been paid in full.

Once the payment has been made, please reply to this email to resubmit your application. You may also resubmit at [lge-ku.com/startstop](https://lge-ku.com/startstop), through your online account at [my.lge-ku.com](https://my.lge-ku.com), or by calling us at the number below options 1-3-2. We're available by phone Monday through Friday from 7 am to 7 pm ET.

For a complete list of payment options, please visit us at [lge-ku.com/waystopay](https://lge-ku.com/waystopay).

We have put together a list of agencies that may be able to assist you with your utility bill. For more information, please visit us at <https://lge-ku.com/residential/assistance-programs/lge-heating-assistance>.

Local churches and ministries may also be able to provide some assistance.

I hope this information is helpful. Have a good day!

Tamara  
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502-589-1444 (LG&E)  
800-981-0600 (KU/ODP)  
[lge-ku.com/contact](https://lge-ku.com/contact)

----- Original Message -----

**From:** "fouts.john@gmail.com" <corpweb@lge-ku.com>

**To:** "rscmoves@lge-ku.com" <rscmoves@lge-ku.com>

**Sent:** 2/8/2024 2:09:59 PM

**Subject:** FORM: Start service (residential) [InteractionID:2de57eee-8ef9-4820-888b-9ca7eab217c8]

## Start residential service

### Requirements

#### Primary account holder information

##### Legal First Name

John

##### Last Name

Fouts

**Mailing address is different than service address?**

unchecked

**Add joint account holder(s) or contact person(s)**

**Add Additional authorized party**

unchecked

**Add Additional**

unchecked

**Additional questions**

**Message**

I have had an LG&E Account previously. From July to December 2022, you all charged me, but I was eligible for LIHEAP, and you all charged me anyway..... I declared bankruptcy in late 2022, which was finalized in early 2023...due to ongoing costs of medical care/treatment that insurance fails to cover despite medical necessity. My new apartment address is 2904 Sitka Drive #29 Jeffersontown, KY 40299 As my only income is from KTAP, and I am still on Medicaid and SNAP -- I am still eligible for LIHEAP.

**I give permission for a check of my credit history**

checked

**Terms and Privacy Policy agreement**

checked

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**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**

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Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC Page 19 of 90 07

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For a complete list of payment options, please visit us at [lge-ku.com/waystopay](https://lge-ku.com/waystopay).

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## Start residential service

## Requirements

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 23 of 90 06

**Does Meter Exist**

Yes

**Property Ownership**

Rent/Lease

**Mailing address is different than service address?**

unchecked

**Add joint account holder(s) or contact person(s)**

**Add Additional authorized party**

unchecked

**Add Additional**

unchecked

**Additional questions**

**Message**

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checked

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"Shining" in Service,

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC  
**John R. Fouts, MBA**

Page 24 of 90 07

**Fax. 502.996.8246**

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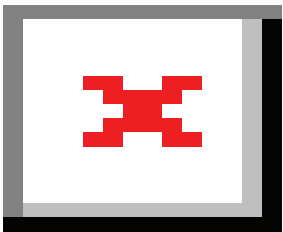
--

**"Shining" in Service,**

**John R. Fouts, MBA**

the Valet Trash removal service that we have been paying for....we were not even able to get a can until within the last week...so \$25 \* 21/29 should be discounted from rent= \$18.10, and \$25 for March should be discounted since our trash was not being collected but we paid for it....that is \$18.10 + \$25 + credit for the number of days we did not have internet or \$43.10 of credit due + credit for the number of days without internet service that we pay for...I don't know the exact day that the router was installed but it was a number of days after our lease began....I think the amount would be pretty darn close to \$50....so if you insist upon a \$50 utility recovery fee, I will insist upon credit for the services we have not been receiving.

My trash was not collected tonight either...and it has been out there since around 9 a.m. this morning....



Taken around 9:10 p.m.

One other thing I forgot to mention Teresa -- is that it, on several occasions, has smelled like someone has been smoking cigarettes inside our apartment. Jackie and I both have asthma moderately, and are both allergic to cigarette smoke...it exacerbates other existing health problems also....where would it be coming from?

And of course the water pressure is too low in the sink and the shower.....kitchen sink that is....

**Sent:** 2024-04-03 6:52:36 PM  
**From:** John Fouts <fouts.john@gmail.com>  
**To:** "Teresa Ramon" , "Lauren Stallings"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** Failed Inspection Notice From HUD -- 2904  
Sitka Dr. Apt. L29 -- John R. Fouts --  
2024.04.04  
**Attachments** [HQSReinspectLetterSingle\\_20240328\\_132317\\_2904\\_Sitka.pdf](#)  
:

---

Teresa and Lauren,

Please see the latest failed inspection report for my apartment...from last week...

I received the report earlier today...2024.04.04.

I am passing it along to you ... same day ... per Lauren's request.

Please see the attached.

Also, the Codes and Regs Dept told me to have the inspector that comes to check after the repairs are made, inspect the other items I am continuing to struggle with getting Station Jtown to fix...

Rather than dragging out additional potentially failing inspections, I would truly appreciate it, and be grateful, if Station Jtown would make the required repairs as opposed to causing more stress for everyone.

As stated previously, I will be following policy of HUD, LMHA, local Tenants Rights, or any other relevant organizational process regarding lowering of rent due to Station Jtown failing to repair significant potentially serious safety issues in the apartment. These organizations are closed today, so more information will be forthcoming soon.

Thank you for responding to the latest correspondence.

Sincerely

John R. Fouts, MBA

P. 502.956.0052





# Louisville-Jefferson County Metro Government

Page 28 of 90 04

## Department of Codes & Regulations

### Property Maintenance Division

444 S. 5th Street, Suite 200 - Louisville, KY 40202



Phone: (502)773-2077 Email: Terry.Rothman@louisvilleky.gov

Case Number ENF-HQS-24-01021-8003146083

Page 1 of 3

3/28/2024

#### Property Owner:

New Chestnut Ridge Apartments LLC  
9601 Balsam Way  
LOUISVILLE, KY 40299

Location: 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299

Parcel: 003805500000

Client ID: 130030

## Failed Inspection Notice: Please be Present for Re-Inspection

Your prior inspection has failed. Please (1) **fix** your violations and (2) **be present** for your next inspection.

**Location: 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299**

**Your Next Inspection is Scheduled For: 04/29/2024**

**Time: between 8:00 AM and 4:00 PM.**

If you have any questions about your next inspection please call 502.574.3619

An inspection of the property located at 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299 was conducted to determine if the unit met the required Housing Quality Standards and the Louisville Metro Property Maintenance Code and all other applicable ordinances. On **Thursday, March 28, 2024 a ANNUAL/INTERIM INSPECTION was conducted and the inspection Failed.** Please see the following pages for details of the violations and above for your next inspection date.

**Violations must be corrected by dates indicated on the attached list for inspection the following working day. On date listed, in the grey box above, an inspection will be done between 8:00 AM and 4:00 PM. The inspector MUST be able to gain entry to the unit to verify that the violations were corrected.**

The inspector has attempted to assign a responsible party to each violation based upon their observations. However, the final determination rests between the owner and tenant. All violations must be corrected to bring the unit into compliance with Housing Quality Standards. Payments and/or program participation may be suspended for continued noncompliance.

**Please be advised: If the violations are not corrected by dates listed on each violation your housing assistance payments could be abated. If this is the case, the Housing authority will contact you.**

If you have questions about your assistance, other than inspection information, please call 569-6060 and not the number listed above.



# Louisville-Jefferson County Metro Government

Page 29 of 90 05

## Department of Codes & Regulations

### Property Maintenance Division

444 S. 5th Street, Suite 200 - Louisville, KY 40202



Phone: (502)773-2077 Email: Terry.Rothman@louisvilleky.gov

Case Number: ENF-HQS-24-01021-8003146083

Page 2 of 3

NOTICE: On January 31, 2022 HUD published PIH Notice 2022-01. This notice requires all units receiving HUD funding which have a fuel-burning appliance, fuel-burning fireplace, fuel-burning furnace, fuel-burning water heater, and/or attached garage to have Carbon Monoxide (CO) detector(s) installed in the unit. HUD will enforce this, beginning December 27, 2022. Please ensure compliance with this directive in advance of that date.

Units constructed after January 1, 2019, require hard-wired detectors. Units constructed prior to this date may substitute 10-year lithium battery detectors.

Terry Rothman

Inspector

(502)773-2077

Terry.Rothman@louisvilleky.gov



# Louisville-Jefferson County Metro Government

Page 30 of 90 07

## Department of Codes & Regulations

### Property Maintenance Division

444 S. 5th Street, Suite 200 - Louisville, KY 40202



Phone: (502)773-2077 Email: Terry.Rothman@louisvilleky.gov

Case Number ENF-HQS-24-01021-8003146084

Page 1 of 3

3/28/2024

#### Interested Party:

JOHN FOUTS

2904 SITKA DR

JEFFERSONTOWN, KY 40299

Location: 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299

Parcel: 003805500000

Client ID: 130030

## Failed Inspection Notice: Please be Present for Re-Inspection

Your prior inspection has failed. Please (1) **fix** your violations and (2) **be present** for your next inspection.

**Location: 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299**

**Your Next Inspection is Scheduled For: 04/29/2024**

**Time: between 8:00 AM and 4:00 PM.**

If you have any questions about your next inspection please call 502.574.3619

An inspection of the property located at 2904 SITKA DR 29, JEFFERSONTOWN, KY 40299 was conducted to determine if the unit met the required Housing Quality Standards and the Louisville Metro Property Maintenance Code and all other applicable ordinances. On **Thursday, March 28, 2024 a ANNUAL/INTERIM INSPECTION was conducted and the inspection Failed.** Please see the following pages for details of the violations and above for your next inspection date.

**Violations must be corrected by dates indicated on the attached list for inspection the following working day. On date listed, in the grey box above, an inspection will be done between 8:00 AM and 4:00 PM. The inspector MUST be able to gain entry to the unit to verify that the violations were corrected.**

The inspector has attempted to assign a responsible party to each violation based upon their observations. However, the final determination rests between the owner and tenant. All violations must be corrected to bring the unit into compliance with Housing Quality Standards. Payments and/or program participation may be suspended for continued noncompliance.

**Please be advised: If the violations are not corrected by dates listed on each violation your housing assistance payments could be abated. If this is the case, the Housing authority will contact you.**

If you have questions about your assistance, other than inspection information, please call 569-6060 and not the number listed above.



# Louisville-Jefferson County Metro Government

Page 31 of 90 08

## Department of Codes & Regulations

### Property Maintenance Division

444 S. 5th Street, Suite 200 - Louisville, KY 40202



Phone: (502)773-2077 Email: Terry.Rothman@louisvilleky.gov

Case Number: ENF-HQS-24-01021-8003146084

Page 2 of 3

NOTICE: On January 31, 2022 HUD published PIH Notice 2022-01. This notice requires all units receiving HUD funding which have a fuel-burning appliance, fuel-burning fireplace, fuel-burning furnace, fuel-burning water heater, and/or attached garage to have Carbon Monoxide (CO) detector(s) installed in the unit. HUD will enforce this, beginning December 27, 2022. Please ensure compliance with this directive in advance of that date.

Units constructed after January 1, 2019, require hard-wired detectors. Units constructed prior to this date may substitute 10-year lithium battery detectors.

Terry Rothman

Inspector

(502)773-2077

Terry.Rothman@louisvilleky.gov

**Sent:** 2024-04-10 2:01:07 PM  
**From:** Irina Bassett <bassett@LMHA1.org>  
**To:** "John Fouts" , "Station Jtown" , "Teresa Ramon" , "Lauren Stallings"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: Need a Digitized Copy of the Signed Lease Agreement Please -- 2024-04-10 -- For LMHA -- I have copied Irina Bassett, On This Email -- She Is the Contact at LMHA Requesting This Document  
**Attachments:** [HAP Contract 2024.pdf](#)

---

Good afternoon.

Please complete the attached form and submit it to me along with a copy of the signed lease for payment processing.

Thank you.

***Irina Bassett***

*Compliance Coordinator*

**Louisville Metro Housing Authority**

600 South 7<sup>th</sup> Street

Louisville, KY 40203

Phone: 502-569-6660

Cell: 502-755-5459

Email: [bassett@lmha1.org](mailto:bassett@lmha1.org)

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---

**From:** John Fouts <fouts.john@gmail.com>

**Sent:** Wednesday, April 10, 2024 1:54 PM

**To:** Station Jtown <stationjtown@vida-management.com>; Teresa Ramon <tramon@vida-management.com>; Lauren Stallings <lstallings@vida-management.com>

**Cc:** Irina Bassett <bassett@LMHA1.org>

**Subject:** Need a Digitized Copy of the Signed Lease Agreement Please -- 2024-04-10 -- For LMHA -- I have copied Irina Bassett, On This Email -- She Is the Contact at LMHA Requesting This Document

THROUGH 2025-01-22

27-01-2025

Page 32 of 90

## Housing Assistance Payments (HAP) Contract

### Section 8 Tenant-Based Assistance

### Housing Choice Voucher Program

OMB Approval No. 2577-0169

exp. 4/30/2026

**OMB Burden Statement.** The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required to establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice.** The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

#### Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

#### Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

#### Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2)

cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

#### How to fill in Part A

Section by Section Instructions

#### Section 2: Tenant

Enter full name of tenant.

#### Section 3: Contract Unit

Enter address of unit, including apartment number, if any.

#### Section 4: Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities

#### Section 5: Initial Lease Term

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, and
- Such shorter term is the prevailing local market practice.

#### Section 6: Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

#### Section 7: Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

#### Section 8: Utilities and Appliances.

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

**Sent:** 2024-04-10 2:36:57 PM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "John Fouts" , "Station J Town" ,  
"Teresa Ramon"  
**Cc:** "Irina Bassett"  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: Need a Digitized Copy of the  
Signed Lease Agreement Please --  
2024-04-10 -- For LMHA -- I have  
copied Irina Bassett, On This Email --  
She Is the Contact at LMHA Requesting  
This Document  
**Attachments** [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#) , [L29 Fouts Lease.pdf](#)

---

Attached.

All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299  
Phone 502-369-0424  
Email [lstallings@vida-management.com](mailto:lstallings@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 35 of 90 02

**From:** John Fouts <fouts.john@gmail.com>

**Sent:** Wednesday, April 10, 2024 1:54 PM

**To:** Station J Town <stationjtown@vida-management.com>; Teresa Ramon <tramon@vida-management.com>; Lauren Stallings <lstallings@vida-management.com>

**Cc:** Irina Bassett <bassett@lmha1.org>

**Subject:** Need a Digitized Copy of the Signed Lease Agreement Please -- 2024-04-10 -- For LMHA -- I have copied Irina Bassett, On This Email -- She Is the Contact at LMHA Requesting This Document

Teresa / Lauren / Other Staff With This Capability:

Please, can you send me via email, a signed, digitized copy, of the lease agreement for my apartment. LMHA does not have an electronic copy, and is requesting one.

If this can be a request that is expedited, it would be greatly appreciated.

Thank you.

John R. Fouts

--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**



**Sent:** 2024-04-10 2:46:54 PM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "Irina Bassett" , "John Fouts" , "Station J Town" , "Teresa Ramon"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: Need a Digitized Copy of the Signed Lease Agreement Please -- 2024-04-10 -- For LMHA -- I have copied Irina Bassett, On This Email -- She Is the Contact at LMHA Requesting This Document  
**Attachments** [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#) , [L29 Fouts HAP.pdf](#)

---

All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [lstallings@vida-management.com](mailto:lstallings@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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**From:** JdmF uFtts<<f. Ftts<<j @ mAail α>  
**Sent:** WsensteFdyA, dpar y1r 10 12 a 4g  
**To:** :l 5n Pl Mt f S Mtiw5nj cv Fhp-l v >; T<F<h n : Rl L n ft<F<h nwl L nj l leFBv FnFcsv sn<-l v >; Rs<stF bFv l n f<Fv l nj l leFB v FnFcsv sn<-l v >; @Msn T<Fpnct f t<Fpnctj l leFBv FnFcsv sn<-l v >  
**Subject:** bH2Nsse F Dltkzse Cl , d l S<S Thnse @Fts Ac<ssv sn<4s Fts BB1r 10B 0Bar BBPl o@ mA BBJ 5Fls -l , lse JdmF uFtts<<y On R5lt Hv FhpBT5s Jt <S Cl n<F-<F<@ mA bsEMt<mc R5lt DI -M sn<

Good afternoon.  
Please complete the attached form and submit it to me along with a copy of the signed lease for payment processing.

Thank you.  
**Irina Bassett**  
*Compliance Coordinator*  
**Louisville Metro Housing Authority**  
600 South 7<sup>th</sup> Street  
Louisville, KY 40203  
Phone: 502-569-6660  
Cell: 502-755-5459  
Email: [bassett@lmha1.org](mailto:bassett@lmha1.org)

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**From:** :l 5n Pl Mt f S Mtiw5nj cv Fhp-l v >  
**Sent:** WsensteFdyA, dpar y1r 10 a 2 0 4g  
**To:** T<F<h n :<L n ft<F<h nwl L nj l leFBv FnFcsv sn<-l v >; Rs<stF bFv l n f<Fv l nj l leFBv FnFcsv sn<-l v >; @Msn T<Fpnct f t<Fpnctj l leFBv FnFcsv sn<-l v >  
**Subject:** Nsse F Dltkzse Cl , d l S<S Thnse @Fts Ac<ssv sn<4s Fts BB1r 10B 0Bar BBPl o@ mA BBJ 5Fls -l , lse JdmF uFtts<<y On R5lt Hv FhpBT5s Jt <S Cl n<F-<F<@ mA bsEMt<mc R5lt DI -M sn<

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John R. Fouts

--  
  
"Shining" in Service,

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Phone 502-369-0424  
Email [lstallings@vida-management.com](mailto:lstallings@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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**From:** JdnF uFtts<<f. Ftts<j @ mAil α>  
**Sent:** WsensteFdyA, dpar y1r 10 12 a 4g  
**To:** :l 5n Pl Mt f S Mtiw5nj cv Fhp-l v >; T<F<h n : Rl L n f t<F<h nwl L nj l heFBv FnFcsv sn<-l v >; Rs<stF bFv l n f <Fv l nj l heFBv FnFcsv sn<-l v >; @M<n T<F<h n f t<F<h nwl L nj l heFBv FnFcsv sn<-l v >  
**Subject:** bH2Nsse F Dlt<h zse Cl , dl S<S Thnse @Fts Ac<sv sn<4pFts B1r 10B 0Bar BPl o@ mA BBJ 5Fl s -l , hse JdnF uFtts<<yOn R5ht Hv FhpBT5s Jt <S Cl n<-<F<@ mA bsEM<t<mc R5ht DI -M sn<

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Thank you.

*Irina Bassett*

*Compliance Coordinator*

**Louisville Metro Housing Authority**

600 South 7<sup>th</sup> Street

Louisville, KY 40203

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 39 of 90 03

Phone: 502-569-6660

Cell: 502-755-5459

Email: [bassett@lmha1.org](mailto:bassett@lmha1.org)

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**From:** :l 5n Pl Mt f [S Mtiw5nj\\_cv Fhp-l v](#) >  
**Sent:** WsensteFdyA, dpar y1r 10 a2q0 4g  
**To:** T<F<h n:<L n f t<F<h nwl L nj l heFB/ FnFcsv sn<-l v>; RsøtF bFv l n f <Fv l nj l heFB/ FnFcsv sn<-l v>; @Ms n T<Fp nct f t<Fp nctj l heFB/ FnFcsv sn<-l v>  
**j b:** JdmF uFtts<<f . Fttts<j @ mAail cc>  
**SCcubt:** Nsse F Dlt h rse Cl , dl S<S Th nse @Fts Accssv sn<4p Fts BB1r 10B 0Bar BBPl o@ mA BBJ 5Fl s -l , lse JdmF uFtts<<y On R5lt Hv FhpBT5s Jt <Ss Cl n<F<-<F<@ mA bsEM t<mc R5lt DI -M sn<

Teresa / Lauren / Other Staff With This Capability:

Please, can you send me via email, a signed, digitized copy, of the lease agreement for my apartment. LMHA does not have an electronic copy, and is requesting one.

If this can be a request that is expedited, it would be greatly appreciated.

**Sent:** 2024-04-11 11:50:37 AM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "John Fouts"  
**Cc:** "Teresa Ramon" , "Victoria Green"  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: I may have some books that are in good condition that I could donate to Station Jtown if there is any interest.  
**Attachments:** [image001.png](#) , [image002.png](#) , [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

---

Good afternoon, John,

Are these children's books? If so, Victoria would be happy to take them off your hands so we can donate them to a daycare. Other than that, unfortunately we do not have a designated spot.

P.s gorgeous photo! You should frame that!

All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [lstallings@vida-management.com](mailto:lstallings@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 41 of 90 02

**From:** Teresa Ramon <tramon@vida-management.com>  
**Sent:** Thursday, April 11, 2024 10:50 AM  
**To:** Victoria Green <Vgreen@vida-management.com>  
**Cc:** Lauren Stallings <lstallings@vida-management.com>  
**Subject:** Fw: I may have some books that are in good condition that I could donate to Station Jtown if there is any interest.

All the best,

Teresa Ramon  
Property Manager



Address 9601 Balsam Way, Louisville, KY 40299  
**Phone** 502-369-0424  
**Email** [tramon@vida-management.com](mailto:tramon@vida-management.com) **Website** [www.stationjtown.com](http://www.stationjtown.com)

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---

**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
**Sent:** Wednesday, April 10, 2024 5:48 PM  
**To:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>  
**Subject:** I may have some books that are in good condition that I could donate to Station Jtown if there is any interest.

Teresa,

I used to sell some books as a reseller on Amazon...I did that for maybe 4 or 5 years. I still have some good quality books left. Is there a place in the office, like a 'Little Library' where people could come get books and it could be like a take a book leave a book kind of deal?

Would there be any interest in this in the common area? I like to give back to the community whenever I can, and wherever I go.

If you are not the right contact for this question, could you please forward the question to that person whoever he or she may be?

And if there's no interest - just let me know.

I appreciate all of you that have helped me get situated despite a very rough ride. I am so grateful that things are starting to settle down some. I did not know how much more turbulence my body could handle there for a while. Life is crazy how it throws you curveballs. All I have ever wanted is for Jackie to have stability in her life...and I have not gotten as close as I would like to that goal. Chronic complex illness kind of destroys everything in its path in terms of life goals / ambitions / dreams. It is hard...

Anyway - here is a picture of a sunset that I took a few years ago. Thought you might enjoy it on a rainy day...

This was taken at Inspiration Point in Cherokee Park...near where Cherokee and Seneca Parks meet.



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [lstallings@vida-management.com](mailto:lstallings@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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---

**From:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>

**Sent:** Thursday, April 11, 2024 10:50 AM

**To:** Victoria Green <[Vgreen@vida-management.com](mailto:Vgreen@vida-management.com)>

**Cc:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Fw: I may have some books that are in good condition that I could donate to Station Jtown if there is any interest.

All the best,

Teresa Ramon

Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC  
Phone 502-369-0424

Page 43 of 90 05

Email [tramon@vida-management.com](mailto:tramon@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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---

**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
**Sent:** Wednesday, April 10, 2024 5:48 PM  
**To:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>  
**Subject:** I may have some books that are in good condition that I could donate to Station Jtown if there is any interest.

Teresa,

I used to sell some books as a reseller on Amazon...I did that for maybe 4 or 5 years. I still have some good quality books left. Is there a place in the office, like a 'Little Library' where people could come get books and it could be like a take a book leave a book kind of deal?

Would there be any interest in this in the common area? I like to give back to the community whenever I can, and wherever I go.



**Sent:** 2024-04-11 4:53:38 PM  
**From:** John Fouts <fouts.john@gmail.com>  
**To:** "Lauren Stallings"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

---

It has been persnickety ever since we moved in, but I was trying to just go with it.

Now though, it is incredibly difficult to open and shut, and the turning mechanism of the handle does not work.

So I'd like to have it looked at. I will put in a maintenance request for it but just letting you know, and also would like to have screens for my patio door and windows. I really need the fresh air. I am not able to go out as often as I like due to health. Victoria said they had to be ordered back in February. I was hoping they would have come in by now, so I am just checking on the status and seeing how much longer it is going to be on those please.

Thank you.

John

--

**Sent:** 2024-04-11 5:23:05 PM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "John Fouts"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: I may have some books that are in good condition that I could donate to Station Jtown if there is any interest.  
**Attachments** [image003.png](#) , [image004.png](#)  
: [image005.png](#) , [image006.png](#)  
, [image007.png](#) , [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

---

Butterly weed! So pretty! Great drawings, I am going to red river gorge this weekend with my family, what a coincidence! I will let Victoria know about the books, thanks!

All the best,

Lauren Stallings  
Assistant Property Manager



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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Thursday, April 11, 2024 4:51 PM

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 46 of 90 03

And then this [one....is](#) one of my first watercolors / mixed media....that is supposed to be a silhouette of me and my child at Red River Gorge...the colors turned out very light - but aside from that I am happy with it...



I'll let you know when I have some books together, or I'll bring them over for Victoria to the office - one or the other.

John

On Thu, Apr 11, 2024 at 11:51 AM Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)> wrote:

Good afternoon, John,

Are these children's books? If so, Victoria would be happy to take them off your hands so we can donate them to a daycare. Other than that, unfortunately we do not have a designated spot.

P.s gorgeous photo! You should frame that!

All the best,

Lauren Stallings  
Assistant Property Manager



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**From:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>

**Sent:** Thursday, April 11, 2024 10:50 AM

**To:** Victoria Green <[Vgreen@vida-management.com](mailto:Vgreen@vida-management.com)>

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 47 of 90 04

j b: Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

SCc uelbt: Fw: I may have some books that are in good condition that I could donate to Station Jtown if there is any interest.

All the best,

Teresa Ramon  
Property Manager



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From: John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

Sent: Wednesday, April 10, 2024 5:48 PM

To: Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>

SCc uelbt: I may have some books that are in good condition that I could donate to Station Jtown if there is any interest.

Teresa,

I used to sell some books as a reseller on Amazon...I did that for maybe 4 or 5 years. I still have some good quality books left. Is there a place in the office, like a 'Little Library' where people could come get books and it could be like a take a book leave a book kind of deal?

Would there be any interest in this in the common area? I like to give back to the community whenever I can, and wherever I go.

If you are not the right contact for this question, could you please forward the question to that person whoever he or she may be?

And if there's no interest - just let me know.

I appreciate all of you that have helped me get situated despite a very rough ride. I am so grateful that things are starting to settle down some. I did not know how much more turbulence my body could handle there for a while. Life is crazy how it throws you curveballs. All I have ever wanted is for Jackie to have stability in her life...and I have not gotten as close as I would like to that goal. Chronic complex illness kind of destroys everything in its path in terms of life goals / ambitions / dreams. It is hard...

Anyway - here is a picture of a sunset that I took a few years ago. Thought you might enjoy it on a rainy day...

This was taken at Inspiration Point in Cherokee Park...near where Cherokee and Seneca Parks meet.

**Sent:** 2024-04-11 5:24:49 PM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "John Fouts"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...  
**Attachments:** [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

---

I actually talked to the maintenance supervisor beginning of this week about screens in general on the property and she is making a list of who all needs screens and is going to get started on that as soon as possible. When you put in that work order I will pass it on the maintenance.

All the best,

Lauren Stallings  
Assistant Property Manager



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Phone 502-369-0424  
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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
**Sent:** Thursday, April 11, 2024 4:54 PM

THROUGH 2025-01-22  
27-01-2025

Thank you.

Sincerely,

John R. Fouts

-----

On Thu, Apr 11, 2024 at 5:25 PM Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)> wrote:

I actually talked to the maintenance supervisor beginning of this week about screens in general on the property and she is making a list of who all needs screens and is going to get started on that as soon as possible. When you put in that work order I will pass it on the maintenance.

All the best,

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Thursday, April 11, 2024 4:54 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

It has been persnickety ever since we moved in, but I was trying to just go with it.

Now though, it is incredibly difficult to open and shut, and the turning mechanism of the handle does not work.

So I'd like to have it looked at. I will put in a maintenance request for it but just letting you know, and also would like to have screens for my patio door and windows. I really need the fresh air. I am not able to go out as often as I like due to health. Victoria said they had to be ordered back in February. I was hoping they would have come in by now, so I am just checking on the status and seeing how much longer it is going to be on those please.

Thank you.

John

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 51 of 90 02

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Tuesday, May 7, 2024 4:48 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Re: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

Hi Lauren.

I put that maintenance request in about a month ago. I still haven't seen any screens. Were they ordered?

Can you see what is going on with the disabled spot that I was told would be no problem for you all to put up? I moved in, in early February -- it is May now.

I walked in with my child today, with the apartment, again, smelling like cigarette smoke. It is as if someone who smokes in their apartment's air is being vented into ours. We are both allergic to cigarette smoke. What can be done to help with this?

Also, the air filter that has been here since we moved in needs to be changed. It has been here since February 9th, and is filthy.

Please respond at your earliest convenience.

Thank you.

Sincerely,

John R. Fouts

-----

On Thu, Apr 11, 2024 at 5:25 PM Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)> wrote:

I actually talked to the maintenance supervisor beginning of this week about screens in general on the property and she is making a list of who all needs screens and is going to get started on that as soon as possible. When you put in that work order I will pass it on the maintenance.

All the best,

Lauren Stallings  
Assistant Property Manager





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Phone 502-369-0424

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

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Thank you.

John

--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**

--

**"Shining" in Service,**



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

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**Sent:** Tuesday, May 7, 2024 4:48 PM

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**Subject:** Re: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

Hi Lauren.

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I actually talked to the maintenance supervisor beginning of this week about screens in general on the property and she is making a list of who all needs screens and is going to get started on that as soon as possible. When you put in that work order I will pass it on the maintenance.

All the best,

Lauren Stallings

Assistant Property Manager



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**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

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ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

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Now though, it is incredibly difficult to open and shut, and the turning mechanism of the handle does not work.

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Thank you.

John

--

**Sent:** 2024-05-08 12:37:30 PM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "John Fouts"  
**Cc:** "Teresa Ramon"  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...  
**Attachments:** [image003.png](#), [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

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Thank you. In the future, please put your work orders in properly through the resident portal and refrain from immediately reaching out to section 8 without giving us the opportunity to address your concerns. I or Teresa am also only an email away and can be reached out to with questions about work orders before you call the section 8 office. I also feel like the review we were given yesterday is quite unfair as I know my maintenance team has always addressed your work orders and as far as communication from management, I have always responded to you and given you answers to any questions. Since your issues have all been addressed today, if you would, kindly update your review, thank you.

All the best,

Lauren Stallings  
Assistant Property Manager



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Phone 502-369-0424

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THROUGH 2025-01-22

27-01-2025

Page 56 of 90

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC Page 57 of 90 02

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**From:** John Fouts <fouts.john@gmail.com>

**Sent:** Wednesday, May 8, 2024 12:24 PM

**To:** Lauren Stallings <lstallings@vida-management.com>

**Subject:** Re: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

Lauren,

Thanks for your communication.

Linda and her crew did stop by today. The air filter had not been replaced since I moved in, in early February (I would not expect you all to switch them out every month - it had been 3 months and was pretty clogged. Linda said they should be replaced every 2 months, and Andy verified that it had not been switched out here since I moved in. So now I know the air filter schedule, which is great. Air filter replaced today.

Linda said the smoke probably travels through not the ventilation but through other pipes inside the walls and permeates into the other apartments. She said there is nothing that can be done about that - and I understand - it just sucks that the smoke can trigger severe asthma issues for me and my child.

I appreciate the additional information on the screens too - as before I was told in February by Victoria that I would be able to get the screens put in when I moved in. I did not know that you were ordering them at that time, let alone, ordering them for the whole property [which I learned from you] - I imagine that that truly is a difficult project as I am sure all sizes vary slightly. Screens will help us air the smoke out of the apartment on days it is thick and help us have a healthier environment.

Linda and Andy both showed me how to lock the patio door - and made it look easy - but it is going to take me some practice to get the hang of it apparently as I was still having trouble. I will work on practicing that. She also said that they would order a light bulb for the over the range light -- because those light bulbs are special order they don't have them on hand.

She said she has plumbers coming out next week - for the bathtub water pressure issue.

Have a great day. I appreciate the maintenance team's efforts, and the office staff's efforts as well.

John

-----

On Wed, May 8, 2024 at 11:28 AM Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)> wrote:

John,

Screens for the entire property are in the works of being ordered and put in, this property did not have them before and with the requests we have gotten, we have agreed to put screens in for everyone, however, you can imagine that is quite the process and we are working as quickly as we can to get those installed.

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC Page 58 of 90 03

Linda is working on adding an additional handicap spot in front of your building, however, this is not an assigned parking spot, it will just be an additional handicap spot.

Unfortunately, we are a not a nonsmoking community, meaning if people smoke inside their apartment there is nothing we can do. They are within legal rights to smoke inside, and we cannot guarantee anyone that they will not have neighbors who smoke.

I am sending Linda over today with an additional air filter, these do not get replaced monthly unless the tenant places a work order and requests one.

All the best,

Lauren Stallings  
Assistant Property Manager



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Phone 502-369-0424  
Email [lstallings@vida-management.com](mailto:lstallings@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
**Sent:** Tuesday, May 7, 2024 4:48 PM  
**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>  
**Subject:** Re: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

Hi Lauren.

I put that maintenance request in about a month ago. I still haven't seen any screens. Were they ordered?

Can you see what is going on with the disabled spot that I was told would be no problem for you all to put up? I moved in, in early February -- it is May now.

I walked in with my child today, with the apartment, again, smelling like cigarette smoke. It is as if someone who smokes in their apartment's air is being vented into ours. We are both allergic to cigarette smoke. What can be done to help with this?

Also, the air filter that has been here since we moved in needs to be changed. It has been here since February 9th, and is filthy.

Please respond at your earliest convenience.

Thank you.

Sincerely,

John R. Fouts

-----

On Thu, Apr 11, 2024 at 5:25 PM Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)> wrote:

I actually talked to the maintenance supervisor beginning of this week about screens in general on the property and she is making a list of who all needs screens and is going to get started on that as soon as possible. When you put in that work order I will pass it on the maintenance.

All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Thursday, April 11, 2024 4:54 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

It has been persnickety ever since we moved in, but I was trying to just go with it.

Now though, it is incredibly difficult to open and shut, and the turning mechanism of the handle does not work.

So I'd like to have it looked at. I will put in a maintenance request for it but just letting you know, and also would like to have screens for my patio door and windows. I really need the fresh air. I am not able to go out as often as I like due to health. Victoria said they had to be ordered back in February. I was hoping they would have come in by now, so I am just checking on the status and seeing how much longer it is going to be on those please.

Thank you.

John

--

"Shining" in Service,



And I'm thankful to Linda for finding a patio door screen today.

John

On Wed, May 8, 2024 at 12:37 PM Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)> wrote:

Thank you. In the future, please put your work orders in properly through the resident portal and refrain from immediately reaching out to section 8 without giving us the opportunity to address your concerns. I or Teresa am also only an email away and can be reached out to with questions about work orders before you call the section 8 office. I also feel like the review we were given yesterday is quite unfair as I know my maintenance team has always addressed your work orders and as far as communication from management, I have always responded to you and given you answers to any questions. Since your issues have all been addressed today, if you would, kindly update your review, thank you.

All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

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THROUGH 2025-01-22

27-01-2025

Page 60 of 90

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Tuesday, May 7, 2024 4:48 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Re: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

Hi Lauren.

I put that maintenance request in about a month ago. I still haven't seen any screens. Were they ordered?

Can you see what is going on with the disabled spot that I was told would be no problem for you all to put up? I moved in, in early February -- it is May now.

I walked in with my child today, with the apartment, again, smelling like cigarette smoke. It is as if someone who smokes in their

soon as possible. When you put in that work order I will pass it on the maintenance.

All the best,

Lauren Stallings

Assistant Property Manager



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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Thursday, April 11, 2024 4:54 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

**Sent:** 2024-05-08 1:32:35 PM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "John Fouts"  
**Cc:** "Teresa Ramon"  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: Response -- John R. Fouts -- 2024-05-08  
**Attachments:** [image003.png](#), [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

---

Have a good day John. Glad we could take care of you today!

All the best,

Lauren Stallings  
Assistant Property Manager



**Address** 9601 Balsam Way, Louisville, KY 40299

**Phone** 502-369-0424

**Email** [lstallings@vida-management.com](mailto:lstallings@vida-management.com) **Website** [www.stationjtown.com](http://www.stationjtown.com)

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---

**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
**Sent:** Wednesday, May 8, 2024 1:29 PM  
**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>  
**Subject:** Response -- John R. Fouts -- 2024-05-08

Lauren,

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 64 of 90 02

I am thankful the maintenance team came to fix things today.

I have always given Station JTown an opportunity to correct and resolve matters first for every issue I have encountered here, and no, maintenance and also management have not always addressed the concerns -- most were previously not responded to.

I am hoping that things are smoother for everyone now. All I want is peace and simplicity in life at this juncture of my existence.

I wrote my review based on my 100% honest and authentic experience here at Station JTown so far based on facts (to-date).

I hope to be able to leave a better review, or modify that one as time goes on moving into the future.

Again, I am grateful that the maintenance team came out today to work on the items in need of attention.

And I'm thankful to Linda for finding a patio door screen today.

John

On Wed, May 8, 2024 at 12:37 PM Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)> wrote:

Thank you. In the future, please put your work orders in properly through the resident portal and refrain from immediately reaching out to section 8 without giving us the opportunity to address your concerns. I or Teresa am also only an email away and can be reached out to with questions about work orders before you call the section 8 office. I also feel like the review we were given yesterday is quite unfair as I know my maintenance team has always addressed your work orders and as far as communication from management, I have always responded to you and given you answers to any questions. Since your issues have all been addressed today, if you would, kindly update your review, thank you.

All the best,

Lauren Stallings  
Assistant Property Manager



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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Wednesday, May 8, 2024 12:24 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Re: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

Lauren,

THROUGH 2025-01-22

27-01-2025

Thanks for your communication.

Linda and her crew did stop by today. The air filter had not been replaced since I moved in, in early February (I would not expect you all to switch them out every month - it had been 3 months and was pretty clogged. Linda said they should be replaced every 2 months, and Andy verified that it had not been switched out here since I moved in. So now I know the air filter schedule, which is great. Air filter replaced today.

Linda said the smoke probably travels through not the ventilation but through other pipes inside the walls and permeates into the other apartments. She said there is nothing that can be done about that - and I understand - it just sucks that the smoke can trigger severe asthma issues for me and my child.

I appreciate the additional information on the screens too - as before I was told in February by Victoria that I would be able to get the screens put in when I moved in. I did not know that you were ordering them at that time, let alone, ordering them for the whole property [which I learned from you] - I imagine that that truly is a difficult project as I am sure all sizes vary slightly. Screens will help us air the smoke out of the apartment on days it is thick and help us have a healthier environment.

Linda and Andy both showed me how to lock the patio door - and made it look easy - but it is going to take me some practice to get the hang of it apparently as I was still having trouble. I will work on practicing that. She also said that they would order a light bulb for the over the range light -- because those light bulbs are special order they don't have them on hand.

She said she has plumbers coming out next week - for the bathtub water pressure issue.

Have a great day. I appreciate the maintenance team's efforts, and the office staff's efforts as well.

John

-----

On Wed, May 8, 2024 at 11:28 AM Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)> wrote:

John,

Screens for the entire property are in the works of being ordered and put in, this property did not have them before and with the requests we have gotten, we have agreed to put screens in for everyone, however, you can imagine that is quite the process and we are working as quickly as we can to get those installed.

Linda is working on adding an additional handicap spot in front of your building, however, this is not an assigned parking spot, it will just be an additional handicap spot.

Unfortunately, we are a not a nonsmoking community, meaning if people smoke inside their apartment there is nothing we can do. They are within legal rights to smoke inside, and we cannot guarantee anyone that they will not have neighbors who smoke.

I am sending Linda over today with an additional air filter, these do not get replaced monthly unless the tenant places a work order and requests one.

All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Tuesday, May 7, 2024 4:48 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Re: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

Hi Lauren.

I put that maintenance request in about a month ago. I still haven't seen any screens. Were they ordered?

Can you see what is going on with the disabled spot that I was told would be no problem for you all to put up? I moved in, in early February -- it is May now.

I walked in with my child today, with the apartment, again, smelling like cigarette smoke. It is as if someone who smokes in their apartment's air is being vented into ours. We are both allergic to cigarette smoke. What can be done to help with this?

Also, the air filter that has been here since we moved in needs to be changed. It has been here since February 9th, and is filthy.

Please respond at your earliest convenience.

Thank you.

Sincerely,

John R. Fouts

-----

On Thu, Apr 11, 2024 at 5:25 PM Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)> wrote:

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC Page 67 of 90 05

I actually talked to the maintenance supervisor beginning of this week about screens in general on the property and she is making a list of who all needs screens and is going to get started on that as soon as possible. When you put in that work order I will pass it on the maintenance.

All the best,

Lauren Stallings  
Assistant Property Manager



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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Thursday, April 11, 2024 4:54 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

It has been persnickety ever since we moved in, but I was trying to just go with it.

Now though, it is incredibly difficult to open and shut, and the turning mechanism of the handle does not work.

So I'd like to have it looked at. I will put in a maintenance request for it but just letting you know, and also would like to have screens for my patio door and windows. I really need the fresh air. I am not able to go out as often as I like due to health. Victoria said they had to be ordered back in February. I was hoping they would have come in by now, so I am just checking on the status and seeing how much longer it is going to be on those please.

Thank you.

John

--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**



**Sent:** 2024-05-13 1:53:19 PM  
**From:** John Fouts <fouts.john@gmail.com>  
**To:** "Lauren Stallings"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** Bathroom Sink Is Still Leaking -- Filed Maintenance Request on Friday When Noticed -- Letting You Know

---

Here is a video that I took on 5-10-2024 showing that it is still leaking.

<https://youtube.com/shorts/UWlzMUan1iw?feature=share>

I know maintenance said they had fixed it, so I don't know if this is a different leak issue, or part of the same thing that they had fixed?

Regardless, it is still leaking, and I filed the maintenance request, and I am letting you know about it.

John

p.s.

I left a box out front of the office. It was closed when I came by -- I marked on there that there were books for Victoria's kids in there and a few other misc. things. I am hoping it was received okay -- since I had left it outside.

I hope you all had a good Mother's Day.

**Sent:** 2024-05-13 2:32:27 PM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "John Fouts"  
**Cc:** "Teresa Ramon"  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: Bathroom Sink Is Still Leaking --  
Filed Maintenance Request on Friday  
When Noticed -- Letting You Know  
**Attachments** [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

---

I sent this to maintenance to check on today. Victoria said she received your package, thank you.

All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

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**From:** John Fouts <fouts.john@gmail.com>  
**Sent:** Monday, May 13, 2024 1:53 PM  
**To:** Lauren Stallings <lstallings@vida-management.com>  
**Subject:** Bathroom Sink Is Still Leaking -- Filed Maintenance Request on Friday When Noticed -- Letting You Know

Here is a video that I took on 5-10-2024 showing that it is still leaking.

THROUGH 2025-01-22

27-01-2025

**Sent:** 2024-05-15 3:43:57 PM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "John Fouts"  
**Cc:** "Teresa Ramon"  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: Can you give me anyh idea of when maintenace will be able to come out and repair the link under my primary bathroom sink?  
**Attachments:** [image003.png](#), [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

---

John, if you want to terminate your lease and move out due to discontentment, we are onboard with letting you leave. Maintenance stopped by today and finished repairing your leak. As far as valet living goes, I have walked that hallway personally every day this week and the trash has been picked up. I did let maintenance know to grab the boxes that valet trash won't grab and the stuff on the bottom floor. Have a good day.

All the best,

Lauren Stallings  
Assistant Property Manager



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---

**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
**Sent:** Tuesday, May 14, 2024 10:47 PM

goes, I have walked that hallway personally every day this week and the trash has been picked up. I did let maintenance know to grab the boxes that valet trash won't grab and the stuff on the bottom floor. Have a good day.

All the best,

Lauren Stallings  
Assistant Property Manager



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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
**Sent:** Tuesday, May 14, 2024 10:47 PM  
**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>  
**Subject:** Can you give me anyh idea of when maintenace will be able to come out and repair the link under my primary bathroom sink?

When was this amount applied to be visible to me (the tenant) on the website ([rentcafe.com](https://rentcafe.com)) that you all use for billing? It wasn't there before...

Also, how was the amount calculated?

Please can I see a breakdown of fees?

Why is this information not available?

Why was it not listed as due on May 27th as due?

John R. Fouts, MBA

P. 502.956.0052

--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**



**Sent:** 2024-06-08 4:12:36 PM  
**From:** John Fouts <fouts.john@gmail.com>  
**To:** "Lauren Stallings"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** I found the breakdown of bill but have a question  
**Attachments:** [image.png](#)

---

I found the breakdown so it makes more sense to me now....next time I will log in day of the 1st of the month to make sure no charges have been added....that is my mistake....

I do have a question....Valet Trash says it will be picked up every evening....but typically 1/3 of the month or greater it is not picked up....the \$25 includes valet trash service every evening right?

Shouldn't there be a credit applied for services not rendered by Vida Management / Valet Living?

**Sent:** 2024-07-06 7:34:03 PM  
**From:** Teresa Ramon <tramon@vida-management.com>  
**To:** "John Fouts" , "Lauren Stallings"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** Re: Main bathroom ceiling leaking - from bathroom above us....urgent....placing maintenance request now but notifying you here as well -- 2024-07-06 -- Apt. L29  
**Attachments:** [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

---

Mr. Fouts,

I understand you have spoken with on call maintenance tech after 6pm and they scheduled to repair tomorrow Sunday 7-7.

Respectfully,

All the best,

Teresa Ramon  
Property Manager



**Address** 9601 Balsam Way, Louisville, KY 40299

**Phone** 502-369-0424

**Email** [tramon@vida-management.com](mailto:tramon@vida-management.com) **Website** [www.stationjtown.com](http://www.stationjtown.com)

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THROUGH 2025-01-22

27-01-2025

Page 74 of 90

**Sent:** 2024-10-21 1:23:22 PM  
**From:** John Fouts <fouts.john@gmail.com>  
**To:** "Lauren Stallings"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** Maintenance Request - AC Not Working /  
Roaches In Apartment -- 2024-10-21 --  
Spoke to Brandon Earlier Too

---

Lauren,

Our AC is not working - I put in a request online this morning with high priority - we also have a roach problem here.

It is very warm inside the apartment. Like 80+....

Due to health problems I generally keep it around 70...or even cooler....it sucks to have to deal with things like blood clots etc... but anyway - I am trying to get it to be more comfortable in here again.

My child had to come home early from school due to illness and has had really bad allergies so I cannot open the windows.

Brandon was over here at the L building and I briefly talked to him and asked if he could look at the AC - he said I'd need to put in the request. I told him I did already. He said he was heading to the office, and that he'd get the work order while he was there, especially since he was already working in the L building today.

What else needs to happen to make sure we get this fixed asap?



**Sent:** 2024-10-22 4:44:35 PM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "John Fouts"  
**Cc:** "Teresa Ramon"  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: Maintenance Request - AC Not Working / Roaches In Apartment -- 2024-10-21 -- Spoke to Brandon Earlier Too  
**Attachments:** [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

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John,

I see your work order was placed yesterday morning. We do have to complete work orders in the same order that they came in due to fair housing and Brandon as well as the rest of the maintenance team is aware of your concern with your AC and we will address it as soon as we get to that point. I also placed you on the pest control list and believe they were by there today to treat your apartment. If you still continue to see issues with bugs let us know and we can treat your apartment again in two weeks.

All the best,

Lauren Stallings  
Assistant Property Manager



**Address** 9601 Balsam Way, Louisville, KY 40299  
**Phone** 502-369-0424  
**Email** lstallings@vida-management.com **Website** [www.stationjtown.com](http://www.stationjtown.com)

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THROUGH 2025-01-22  
27-01-2025

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 77 of 90 02

**From:** John Fouts <fouts.john@gmail.com>

**Sent:** Monday, October 21, 2024 1:23 PM

**To:** Lauren Stallings <lstallings@vida-management.com>

**Subject:** Maintenance Request - AC Not Working / Roaches In Apartment -- 2024-10-21 -- Spoke to Brandon Earlier Too

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What else needs to happen to make sure we get this fixed asap?

And what can be done about the roach problem?

Please let me know.

Sincerely,

--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**

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All the best,

Lauren Stallings  
Assistant Property Manager



**Address** 9601 Balsam Way, Louisville, KY 40299

**Phone** 502-369-0424

**Email** [lstallings@vida-management.com](mailto:lstallings@vida-management.com) **Website** [www.stationjtown.com](http://www.stationjtown.com)

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What else needs to happen to make sure we get this fixed asap?

And what can be done about the roach problem?

**Sent:** 2024-10-22 5:15:33 PM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "John Fouts"  
**Cc:** "Teresa Ramon"  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: Maintenance Request - AC Not Working / Roaches In Apartment -- 2024-10-21 -- Spoke to Brandon Earlier Too  
**Attachments** [~WRD0000.jpg](#), [image003.png](#), [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

John, I apologize I misread today's date, you are on the schedule for next week 10/29 for pest control. I spoke to the maintenance supervisor, and she said you are next on her list for AC's and she should be over some time today before end of day to look at what may be wrong with it and we will let you know how soon we can repair it. As far as screens go, I don't believe we have ordered those yet since that is such a large project, and we are working on a variety of other projects that are higher on our task list but we do have that in our mind to complete.

All the best,

Lauren Stallings  
Assistant Property Manager



**Address** 9601 Balsam Way, Louisville, KY 40299  
**Phone** 502-369-0424  
**Email** lstallings@vida-management.com **Website** [www.stationjtown.com](http://www.stationjtown.com)

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Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Page 81 of 90 02

**From:** John Fouts <fouts.john@gmail.com>

**Sent:** Tuesday, October 22, 2024 4:50 PM

**To:** Lauren Stallings <lstallings@vida-management.com>

**Subject:** Re: Maintenance Request - AC Not Working / Roaches In Apartment -- 2024-10-21 -- Spoke to Brandon Earlier Too

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A response on a more timely basis without me needing to call the Housing Authority would be appreciated please in the future.

Can you give me an ETA on the air conditioner? As stated, my child has allergy problems and we were advised by the doctor allergy/asthma doctor to keep the windows closed...but have not been able to because it is so hot here! I don't have screens in 2 of the three windows either - anyway - so I am not able to open them far at all because my cats would jump out - screens were ordered in March or something - did they not ever come in? Just wondering about that one.

On Tue, Oct 22, 2024 at 4:46 PM Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)> wrote:

John,

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All the best,

Lauren Stallings  
Assistant Property Manager



**Address** 9601 Balsam Way, Louisville, KY 40299

**Phone** 502-369-0424

**Email** [lstallings@vida-management.com](mailto:lstallings@vida-management.com) **Website** [www.stationjtown.com](http://www.stationjtown.com)

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THROUGH 2025-01-22

27-01-2025

Page 81 of 90

**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

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Sincerely,

--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**

--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Address** [9601 Balsam Way, Louisville, KY 40299](#)

**Phone** 502-369-0424

**Email** [lSTALLINGS@vida-management.com](mailto:lSTALLINGS@vida-management.com) **Website** [www.stationjtown.com](http://www.stationjtown.com)

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Tuesday, October 22, 2024 4:50 PM

**To:** Lauren Stallings <[lSTALLINGS@vida-management.com](mailto:lSTALLINGS@vida-management.com)>

**Subject:** Re: Maintenance Request - AC Not Working / Roaches In Apartment -- 2024-10-21 -- Spoke to Brandon Earlier Too

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**Address** [9601 Balsam Way, Louisville, KY 40299](#)

**Phone** 502-369-0424

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**Sent:** Monday, October 21, 2024 1:23 PM

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Sincerely,

--

**"Shining" in Service,**

**Sent:** 2024-10-22 5:18:22 PM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "John Fouts"  
**Cc:** "Teresa Ramon"  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: Maintenance Request - AC Not Working / Roaches In Apartment -- 2024-10-21 -- Spoke to Brandon Earlier Too  
**Attachments:** [image003.png](#) , [image004.jpg](#) , [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

---

Linda actually just informed me that your AC is working as it should now.

All the best,

Lauren Stallings  
Assistant Property Manager



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**Phone** 502-369-0424  
**Email** lstallings@vida-management.com **Website** [www.stationjtown.com](http://www.stationjtown.com)

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**From:** John Fouts <fouts.john@gmail.com>  
**Sent:** Tuesday, October 22, 2024 5:17 PM

**Address** [9601 Balsam Way, Louisville, KY 40299](#)  
**Phone** 502-369-0424  
**Email** [l Stallings@vida-management.com](mailto:l Stallings@vida-management.com) **Website** [www.stationjtown.com](http://www.stationjtown.com)

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**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**

**Address** 9601 Balsam Way, Louisville, KY 40299

**Phone** 502-369-0424

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**Subject:** Re: Maintenance Request - AC Not Working / Roaches In Apartment -- 2024-10-21 -- Spoke to Brandon Earlier Too

Thank you for the update. Please keep me posted.

"Shining" in Service,

John R. Fouts, MBA

Fax. 502.996.8246

On Tue, Oct 22, 2024 at 5:15 MM Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)> wrote:

John, I apologize I misread today's date, you are on the schedule for next week 10/29 for pest control. I spoke to the maintenance supervisor, and she said you are next on her list for AC's and she should be over some time today before end of day to look at what may be wrong with it and we will let you know how soon we can repair it. As far as screens go, I don't believe we have ordered those yet since that is such a large project, and we are working on a variety of other projects that are higher on our task list but we do have that in our mind to complete.

**Address** [9601 Balsam Way, Louisville, KY 40299](#)

**Phone** 502-369-0424

**Email** [lstallings@vida-management.com](mailto:lstallings@vida-management.com) **Website** [www.stationjtown.com](http://www.stationjtown.com)

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Tuesday, October 22, 2024 4:50 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Re: Maintenance Request - AC Not Working / Roaches In Apartment -- 2024-10-21 -- Spoke to Brandon Earlier Too

No one has been here to treat any bugs today - we have been home the whole day.

A response on a more timely basis without me needing to call the Housing Authority would be appreciated please in the future.

Can you give me an ETA on the air conditioner? As stated, my child has allergy problems and we were advised by the doctor allergy/asthma doctor to keep the windows closed...but have not been able to because it is so hot here! I don't have screens in 2 of the three windows either - anyway - so I am not able to open them far at all

# **EXHIBIT 6:**

**CORRESPONDENCE FROM**

**TERESA RAMON**

**VIDA-MANAGEMENT, INC.**

**STATION J-TOWN**

**NEW CHESTNUT RIDGE APARTMENTS LLC**



**Sent:** 2024-07-06 7:34:03 PM  
**From:** Teresa Ramon <tramon@vida-management.com>  
**To:** "John Fouts" , "Lauren Stallings"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** Re: Main bathroom ceiling leaking - from bathroom above us....urgent....placing maintenance request now but notifying you here as well -- 2024-07-06 -- Apt. L29  
**Attachments** : [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

---

Mr. Fouts,

I understand you have spoken with on call maintenance tech after 6pm and they scheduled to repair tomorrow Sunday 7-7.

Respectfully,

All the best,

Teresa Ramon  
Property Manager



**Address** 9601 Balsam Way, Louisville, KY 40299

**Phone** 502-369-0424

**Email** [tramon@vida-management.com](mailto:tramon@vida-management.com) **Website** [www.stationjtown.com](http://www.stationjtown.com)

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**Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC**

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**From:** John Fouts <fouts.john@gmail.com>

**Sent:** Saturday, July 6, 2024 5:34 PM

**To:** Lauren Stallings <lstallings@vida-management.com>; Teresa Ramon <tramon@vida-management.com>

**Subject:** Main bathroom ceiling leaking - from bathroom above us....urgent....placing maintenance request now but notifying you here as well -- 2024-07-06 -- Apt. L29

Lauren and Teresa,

The bathroom ceiling is leaking. Please send maintenance. I am placing a maintenance request as I have been directed to do as well.

John

--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**

**Sent:** 2024-04-11 5:23:05 PM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "John Fouts"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: I may have some books that are in good condition that I could donate to Station Jtown if there is any interest.  
**Attachments** [image003.png](#) , [image004.png](#)  
: [image005.png](#) , [image006.png](#)  
, [image007.png](#) , [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

---

Butterfly weed! So pretty! Great drawings, I am going to red river gorge this weekend with my family, what a coincidence! I will let Victoria know about the books, thanks!

All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [lstallings@vida-management.com](mailto:lstallings@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Thursday, April 11, 2024 4:51 PM

THROUGH 2025-01-22

22-01-2025

**Cc:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Fw: I may have some books that are in good condition that I could donate to Station Jtown if there is any interest.

All the best,

Teresa Ramon  
Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

**Phone** 502-369-0424

**Email** [tramon@vida-management.com](mailto:tramon@vida-management.com) **Website** [www.stationjtown.com](http://www.stationjtown.com)

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---

**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Wednesday, April 10, 2024 5:48 PM

**To:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>

**Subject:** I may have some books that are in good condition that I could donate to Station Jtown if there is any interest.

Teresa,

I used to sell some books as a reseller on Amazon...I did that for maybe 4 or 5 years. I still have some good quality books left. Is there a place in the office, like a 'Little Library' where people could come get books and it could be like a take a book leave a book kind of deal?

Would there be any interest in this in the common area? I like to give back to the community whenever I can, and wherever I go.

If you are not the right contact for this question, could you please forward the question to that person whoever he or she may be?

And if there's no interest - just let me know.

I appreciate all of you that have helped me get situated despite a very rough ride. I am so grateful that things are starting to settle down some. I did not know how much more turbulence my body could handle there for a while. Life is crazy how it throws you curveballs. All I have ever wanted is for Jackie to have stability in her life...and I have not gotten as close as I would like to that goal. Chronic complex illness kind of destroys everything in its path in terms of life goals / ambitions / dreams. It is hard...

Anyway - here is a picture of a sunset that I took a few years ago. Thought you might enjoy it on a rainy day...

This was taken at Inspiration Point in Cherokee Park...near where Cherokee and Seneca Parks meet.

**Sent:** 2024-05-08 12:37:30 PM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "John Fouts"  
**Cc:** "Teresa Ramon"  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...  
**Attachments:** [image003.png](#), [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

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Thank you. In the future, please put your work orders in properly through the resident portal and refrain from immediately reaching out to section 8 without giving us the opportunity to address your concerns. I or Teresa am also only an email away and can be reached out to with questions about work orders before you call the section 8 office. I also feel like the review we were given yesterday is quite unfair as I know my maintenance team has always addressed your work orders and as far as communication from management, I have always responded to you and given you answers to any questions. Since your issues have all been addressed today, if you would, kindly update your review, thank you.

All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299  
Phone 502-369-0424  
Email [lstallings@vida-management.com](mailto:lstallings@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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Group are not qualified to provide, and have not been contracted to provide, legal, financial, or tax advice, and that any such advice regarding any investment by the recipients must be obtained from the recipients' attorney, accountant, or tax professional.

**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Wednesday, May 8, 2024 12:24 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Re: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

Lauren,

Thanks for your communication.

Linda and her crew did stop by today. The air filter had not been replaced since I moved in, in early February (I would not expect you all to switch them out every month - it had been 3 months and was pretty clogged. Linda said they should be replaced every 2 months, and Andy verified that it had not been switched out here since I moved in. So now I know the air filter schedule, which is great. Air filter replaced today.

Linda said the smoke probably travels through not the ventilation but through other pipes inside the walls and permeates into the other apartments. She said there is nothing that can be done about that - and I understand - it just sucks that the smoke can trigger severe asthma issues for me and my child.

I appreciate the additional information on the screens too - as before I was told in February by Victoria that I would be able to get the screens put in when I moved in. I did not know that you were ordering them at that time, let alone, ordering them for the whole property [which I learned from you] - I imagine that that truly is a difficult project as I am sure all sizes vary slightly. Screens will help us air the smoke out of the apartment on days it is thick and help us have a healthier environment.

Linda and Andy both showed me how to lock the patio door - and made it look easy - but it is going to take me some practice to get the hang of it apparently as I was still having trouble. I will work on practicing that. She also said that they would order a light bulb for the over the range light -- because those light bulbs are special order they don't have them on hand.

She said she has plumbers coming out next week - for the bathtub water pressure issue.

Have a great day. I appreciate the maintenance team's efforts, and the office staff's efforts as well.

John

-----  
On Wed, May 8, 2024 at 11:28 AM Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)> wrote:

John,

Screens for the entire property are in the works of being ordered and put in, this property did not have them before and with the requests we have gotten, we have agreed to put screens in for everyone, however, you can imagine that is quite the process and we are working as quickly as we can to get those installed.

## Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

Linda is working on adding an additional handicap spot in front of your building, however, this is not an assigned parking spot, it will just be an additional handicap spot.

Unfortunately, we are a not a nonsmoking community, meaning if people smoke inside their apartment there is nothing we can do. They are within legal rights to smoke inside, and we cannot guarantee anyone that they will not have neighbors who smoke.

I am sending Linda over today with an additional air filter, these do not get replaced monthly unless the tenant places a work order and requests one.

All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [lstallings@vida-management.com](mailto:lstallings@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Tuesday, May 7, 2024 4:48 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Re: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

Hi Lauren.

I put that maintenance request in about a month ago. I still haven't seen any screens. Were they ordered?

Can you see what is going on with the disabled spot that I was told would be no problem for you all to put up? I moved in, in early February -- it is May now.

I walked in with my child today, with the apartment, again, smelling like cigarette smoke. It is as if someone who smokes in their apartment's air is being vented into ours. We are both allergic to cigarette smoke. What can be done to help with this?

Also, the air filter that has been here since we moved in needs to be changed. It has been here since February 9th, and is filthy.

Please respond at your earliest convenience.

Thank you.

Sincerely,

John R. Fouts

-----

On Thu, Apr 11, 2024 at 5:25 PM Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)> wrote:

I actually talked to the maintenance supervisor beginning of this week about screens in general on the property and she is making a list of who all needs screens and is going to get started on that as soon as possible. When you put in that work order I will pass it on the maintenance.

All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Thursday, April 11, 2024 4:54 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

It has been persnickety ever since we moved in, but I was trying to just go with it.

Now though, it is incredibly difficult to open and shut, and the turning mechanism of the handle does not work.

So I'd like to have it looked at. I will put in a maintenance request for it but just letting you know, and also would like to have screens for my patio door and windows. I really need the fresh air. I am not able to go out as often as I like due to health. Victoria said they had to be ordered back in February. I was hoping they would have come in by now, so I am just checking on the status and seeing how much longer it is going to be on those please.

Thank you.

John

--

**"Shining" in Service,**

THROUGH 2025-01-22

22-01-2025



**Sent:** 2024-05-08 11:28:19 AM  
**From:** Lauren Stallings <lstallings@vida-management.com>  
**To:** "John Fouts"  
**Cc:** "Teresa Ramon"  
**Bcc:**  
**Importance:** Normal  
**Subject:** RE: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...  
**Attachments:** [image003.png](#), [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

---

John,

Screens for the entire property are in the works of being ordered and put in, this property did not have them before and with the requests we have gotten, we have agreed to put screens in for everyone, however, you can imagine that is quite the process and we are working as quickly as we can to get those installed.

Linda is working on adding an additional handicap spot in front of your building, however, this is not an assigned parking spot, it will just be an additional handicap spot.

Unfortunately, we are a not a nonsmoking community, meaning if people smoke inside their apartment there is nothing we can do. They are within legal rights to smoke inside, and we cannot guarantee anyone that they will not have neighbors who smoke.

I am sending Linda over today with an additional air filter, these do not get replaced monthly unless the tenant places a work order and requests one.

All the best,

Lauren Stallings  
Assistant Property Manager



**Address** 9601 Balsam Way, Louisville, KY 40299

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Tuesday, May 7, 2024 4:48 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Re: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

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Sincerely,

John R. Fouts

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All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

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**Sent:** Thursday, April 11, 2024 4:54 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

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Thank you.

John

--

**"Shining" in Service,**

**John R. Fouts, MBA**

**Fax. 502.996.8246**

--

**"Shining" in Service,**

**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Part A of the HAP Contract: Contract Information**

(To prepare the contract, fill out all contract information in Part A.)

**1. Contents of Contract**

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

**2. Tenant**

**3. Contract Unit**

**4. Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

**5. Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): \_\_\_\_\_

The initial lease term ends on (mm/dd/yyyy): \_\_\_\_\_

**6. Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

During the initial lease term, the owner may not raise the rent to owner.

**7. Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ \_\_\_\_\_ per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Part C of HAP Contract: Tenancy Addendum**

**1. Section 8 Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**7. Maintenance, Utilities, and Other Services**

- a. **Maintenance**
  - (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including redecoration) must be in accordance with the

**From:** Teresa Ramon <tramon@vida-management.com>

**Sent:** Thursday, April 11, 2024 10:50 AM

**To:** Victoria Green <Vgreen@vida-management.com>

**Cc:** Lauren Stallings <lstallings@vida-management.com>

**Subject:** Fw: I may have some books that are in good condition that I could donate to Station Jtown if there is any interest.

All the best,

Teresa Ramon  
Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

**Phone** 502-369-0424

**Email** [tramon@vida-management.com](mailto:tramon@vida-management.com) **Website** [www.stationjtown.com](http://www.stationjtown.com)

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Wednesday, April 10, 2024 5:48 PM

**To:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>

**Subject:** I may have some books that are in good condition that I could donate to Station Jtown if there is any interest.

Teresa,

I used to sell some books as a reseller on Amazon...I did that for maybe 4 or 5 years. I still have some good quality books left. Is there a place in the office, like a 'Little Library' where people could come get books and it could be like a take a book leave a book kind of deal?

Would there be any interest in this in the common area? I like to give back to the community whenever I can, and wherever I go.

If you are not the right contact for this question, could you please forward the question to that person whoever he or she may be?

And if there's no interest - just let me know.

I appreciate all of you that have helped me get situated despite a very rough ride. I am so grateful that things are starting to settle down some. I did not know how much more turbulence my body could handle there for a while. Life is crazy how it throws you curveballs. All I have ever wanted is for Jackie to have stability in her life...and I have not gotten as close as I would like to that goal. Chronic complex illness kind of destroys everything in its path in terms of life goals / ambitions / dreams. It is hard...

Anyway - here is a picture of a sunset that I took a few years ago. Thought you might enjoy it on a rainy day...

This was taken at Inspiration Point in Cherokee Park...near where Cherokee and Seneca Parks meet.

Sincerely,

John R. Fouts, MBA

On Mon, Apr 1, 2024 at 6:21 PM Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)> wrote:

John,

You could not reach anyone as I previously told you we were closed until Tuesday and that my assistant manager would be happy to explain all charges on your ledger until 6 pm this week, Tues-Friday-whichever day works best for you. I am forwarding this email to her email so when you come in to the office to discuss this she will have an idea of your issues, our office is literally in the same living community as you reside and I do suggest an in person meeting for easier communication.

Respectfully,

All the best,

Teresa Ramon  
Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [tramon@vida-management.com](mailto:tramon@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Monday, April 1, 2024 6:04 PM

**To:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>; Station J Town <[stationjtown@vida-management.com](mailto:stationjtown@vida-management.com)>

**Subject:** Problems With Billing And No Way To Pay Because I cannot reduce bill by amount I do not owe.....tried to call RealPage but could not get to any person...also tried to call Station Jtown Office - Could Not Reach Anyone

Teresa,

I put together a formal document for you to take a look at.

I had forgotten that Jackie has an out of state appointment tomorrow in Illinois...I will be gone during normal business hours unfortunately, and on Wednesday I have lab work that I must do first thing in the morning but aside from that, I should be able to meet with you -- a phone call might be easier for me though as I am also experiencing some car trouble and feel my car is somewhat unreliable at the moment.

Please see the attached. There should be 5 documents.



All the best,

Lauren Stallings  
Assistant Property Manager



**Address** 9601 Balsam Way, Louisville, KY 40299  
**Phone** 502-369-0424  
**Email** [lstallings@vida-management.com](mailto:lstallings@vida-management.com) **Website** [www.stationjtown.com](http://www.stationjtown.com)

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---

**From:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>  
**Sent:** Tuesday, April 2, 2024 11:18 AM  
**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>  
**Subject:** Fw: Problems With Billing And No Way To Pay Because I cannot reduce bill by amount I do not owe.....tried to call RealPage but could not get to any person...also tried to call Station Jtown Office - Could Not Reach Anyone

All the best,

Teresa Ramon  
Property Manager



**Address** 9601 Balsam Way, Louisville, KY 40299  
**Phone** 502-369-0424  
**Email** [tramon@vida-management.com](mailto:tramon@vida-management.com) **Website** [www.stationjtown.com](http://www.stationjtown.com)

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---

**From:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>  
**Sent:** Tuesday, April 2, 2024 10:12 AM  
**To:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>  
**Subject:** RE: Problems With Billing And No Way To Pay Because I cannot reduce bill by amount I do not owe.....tried to call RealPage but could not get to any person...also tried to call Station Jtown Office - Could Not Reach Anyone

Can you forward me those documents he sent? Those didn't attach for some reason.

THROUGH 2025-01-22

22-01-2025



All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [lstallings@vida-management.com](mailto:lstallings@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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**From:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>

**Sent:** Monday, April 1, 2024 6:22 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Fw: Problems With Billing And No Way To Pay Because I cannot reduce bill by amount I do not owe.....tried to call RealPage but could not get to any person...also tried to call Station Jtown Office - Could Not Reach Anyone

**Importance:** High

Read thread please.

Thank you

All the best,

Teresa Ramon  
Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [tramon@vida-management.com](mailto:tramon@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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**From:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>

**Sent:** Monday, April 1, 2024 6:21 PM

**To:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>; Station J Town <[stationjtown@vida-management.com](mailto:stationjtown@vida-management.com)>

THROUGH 2025-01-22

22-01-2025

On Tue, Apr 2, 2024 at 7:14 PM Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)> wrote:

John,  
I apologize that I wasn't clear that we were closed on Monday for the holiday. We are in the office Tues-Fri of this week (4-2-24 thru 4-5-24) till 6pm for all billing issues. I do see that Lauren has sent a detailed email going over your ledger. If you still have any questions please email her back, email may be the best way to respond with your questions and our answers.  
I am so sorry to hear about your health and we here at Stationjtown hope you will be feeling better.  
I have sent your work-order issues to the maintenance supervisor for review, they will repair your issues and yes, we feel all concerns are important as we want our residents to feel secure and enjoy their living experience in their home. We will notify you as we will only repair issues when resident has a furry family member crated or secured in a room and when a minor is not home alone, an adult must be present or no one home.  
Respectfully,

All the best,

Teresa Ramon  
Property Manager



Address 9601 Balsam Way, Louisville, KY 40299  
Phone 502-369-0424  
Email [tramon@vida-management.com](mailto:tramon@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>  
**Sent:** Tuesday, April 2, 2024 6:19 PM  
**To:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>  
**Cc:** Station J Town <[stationjtown@vida-management.com](mailto:stationjtown@vida-management.com)>  
**Subject:** Re: Problems With Billing And No Way To Pay Because I cannot reduce bill by amount I do not owe.....tried to call RealPage but could not get to any person...also tried to call Station Jtown Office - Could Not Reach Anyone



External ([fouts.john@gmail.com](mailto:fouts.john@gmail.com))



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Teresa,

and Vida Management Group are not qualified to provide, and have not been contracted to provide, legal, financial, or tax advice, and that any such advice regarding any investment by the recipients must be obtained from the recipients' attorney, accountant, or tax professional.

**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Monday, April 1, 2024 6:04 PM

**To:** Teresa Ramon <[tramon@vida-management.com](mailto:tramon@vida-management.com)>; Station J Town <[stationjtown@vida-management.com](mailto:stationjtown@vida-management.com)>

**Subject:** Problems With Billing And No Way To Pay Because I cannot reduce bill by amount I do not owe.....tried to call RealPage but could not get to any person...also tried to call Station Jtown Office - Could Not Reach Anyone

Teresa,

I put together a formal document for you to take a look at.

I had forgotten that Jackie has an out of state appointment tomorrow in Illinois...I will be gone during normal business hours unfortunately, and on Wednesday I have lab work that I must do first thing in the morning but aside from that, I should be able to meet with you -- a phone call might be easier for me though as I am also experiencing some car trouble and feel my car is somewhat unreliable at the moment.

Please see the attached. There should be 5 documents.

In addition to the 5 documents, please see the below screenshots.

This shows the amount I paid upon move-in which does include already the \$20 one time activation fee that I was re-billed....

Also - the 4 documents attached show I tried and tried to contact you all ... in writing ... about what the issue was with LG&E to which you all did not respond ... this should lead to the waiving of the \$50.00 utility recovery fee. I also included documentary evidence of the post office mailbox issue whereby I was given keys to a lock that did not match...had to spend \$30... was told I would be reimbursed ... but again... my communication in writing was ignored... that means another \$30 should be deducted from what I owe...

I should owe a total of \$244.91 at this time to cover the bill from RealPage and April Rent. I am not able to pay it using the online system because there is no way to pay less than the field notated as Amount Due....

I tried to call the billing company...but I was unable to reach anyone after being on hold much longer than ten minutes. My time is valuable....

**Sent:** 2024-03-29 9:31:08 PM  
**From:** Teresa Ramon <tramon@vida-management.com>  
**To:** "John Fouts" , "Station J Town"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** Re: I've asked several times and you all have not responded at all ... today is 2024.03.28  
**Attachments** [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

---

Mr. Fouts we have not received the right size stencil for the parking spot, It will be painted on as soon as it arrives. I will reach out to the supplier for an update when we return to work next week.

Thank you for following up with this request.

Respectfully,

All the best,

Teresa Ramon  
Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [tramon@vida-management.com](mailto:tramon@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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THROUGH 2025-01-22

22-01-2025

**Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC**

Group are not qualified to provide, and have not been contracted to provide, legal, financial, or tax advice, and that any such advice regarding any investment by the recipients must be obtained from the recipients' attorney, accountant, or tax professional.

**From:** John Fouts <fouts.john@gmail.com>

**Sent:** Thursday, March 28, 2024 3:32 PM

**To:** Station J Town <stationjtown@vida-management.com>; Teresa Ramon <tramon@vida-management.com>

**Subject:** I've asked several times and you all have not responded at all ... today is 2024.03.28

Please provide me with a date the disabled parking spot will be installed by.

John R. Fouts

P. 502.298.1377

Thanks for getting back to me. And thank you for being willing to send the report.

On Mon, Jan 29, 2024 at 4:25 PM Peggy Jordan <[mjordan@lmha1.org](mailto:mjordan@lmha1.org)> wrote:

Hello

I can email you a copy of the inspection. I just need the address of the unit please.

It is correct that you will need to call 569-6468 and leave a message.

Thanks

Respectfully,

*Peggy Jordan*

Customer Service Ombudsman/Field Representative

Louisville Metro Housing Authority

600 South 7<sup>th</sup> Street

Louisville, KY 40203

Ph (502) 569-7845

Fax (502) 587-7322

**Sent:** 2024-03-19 11:29:11 AM  
**From:** Teresa Ramon <tramon@vida-management.com>  
**To:** fouts.john@gmail.com  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** Stationjtown Apartments  
**Attachments:** [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

---

Mr. Fouts,

We have not received any rental payments from Section 8 please reach out to your caseworker regarding this issue for a payment date. This is your responsibility as a tenant to be sure payment is received in our office promptly.

Your caseworker is free to email me if she has any questions or concerns.

Respectfully,

All the best,

Teresa Ramon  
Property Manager



**Address** 9601 Balsam Way, Louisville, KY 40299

**Phone** 502-369-0424

**Email** [tramon@vida-management.com](mailto:tramon@vida-management.com) **Website** [www.stationjtown.com](http://www.stationjtown.com)

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**Sent:** 2024-03-28 3:29:31 PM  
**From:** Teresa Ramon <tramon@vida-management.com>  
**To:** "John Fouts" , "Station J Town"  
**Cc:**  
**Bcc:**  
**Importance:** Normal  
**Subject:** Re: Please provide us with a Valet Living trash can ... following up ... 2024.03.28  
**Attachments** [stationj-town-fullcolorlogo-onwhite-01\\_650e9216-ba4d-4ac5-ae62-cb3bc6a2f95a.png](#)

---

John,  
Valet Living delivered them this morning, we will run one over to your apt. Also please join us from 4-6 for our Easter Fling.  
Respectfully,

All the best,

Teresa Ramon  
Property Manager



Address 9601 Balsam Way, Louisville, KY 40299  
Phone 502-369-0424  
Email [tramon@vida-management.com](mailto:tramon@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

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Respectfully,

*Peggy Jordan*

Customer Service Ombudsman/Field Representative

Louisville Metro Housing Authority

600 South 7<sup>th</sup> Street

Louisville, KY 40203

Ph (502) 569-7845

Fax (502) 587-7322

---

**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Monday, January 29, 2024 4:51 PM

**To:** Peggy Jordan <[mjordan@lmha1.org](mailto:mjordan@lmha1.org)>

**Subject:** Re: Failed Inspection Information and Next Steps (as a tenant)? -- John R. Fouts -- 2024-01-29 -- #29 Sitka Dr. Jeffersontown (Louisville), KY 40299

Okay - I called and left a message at that number.

The address of the unit is #29 Sitka Dr. Louisville, KY 40299  
(Jeffersontown, Louisville) at Station Jtown.

Emails Involving TERESA RAMON OF STATION JTOWN VIDA MANAGEMENT, INC

I am thankful the maintenance team came to fix things today.

I have always given Station JTown an opportunity to correct and resolve matters first for every issue I have encountered here, and no, maintenance and also management have not always addressed the concerns -- most were previously not responded to.

I am hoping that things are smoother for everyone now. All I want is peace and simplicity in life at this juncture of my existence.

I wrote my review based on my 100% honest and authentic experience here at Station JTown so far based on facts (to-date).

I hope to be able to leave a better review, or modify that one as time goes on moving into the future.

Again, I am grateful that the maintenance team came out today to work on the items in need of attention.

And I'm thankful to Linda for finding a patio door screen today.

John

On Wed, May 8, 2024 at 12:37 PM Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)> wrote:

Thank you. In the future, please put your work orders in properly through the resident portal and refrain from immediately reaching out to section 8 without giving us the opportunity to address your concerns. I or Teresa am also only an email away and can be reached out to with questions about work orders before you call the section 8 office. I also feel like the review we were given yesterday is quite unfair as I know my maintenance team has always addressed your work orders and as far as communication from management, I have always responded to you and given you answers to any questions. Since your issues have all been addressed today, if you would, kindly update your review, thank you.

All the best,

Lauren Stallings  
Assistant Property Manager



Address 9601 Balsam Way, Louisville, KY 40299

Phone 502-369-0424

Email [lstallings@vida-management.com](mailto:lstallings@vida-management.com) Website [www.stationjtown.com](http://www.stationjtown.com)

Please consider the environment before printing this e-mail.

CONFIDENTIALITY NOTICE and DISCLAIMER: This email message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately. Nothing in this communication should be interpreted as a digital or electronic signature that can be used to authenticate a contract or other legal document. The recipients are advised that the sender and Vida Management Group are not qualified to provide, and have not been contracted to provide, legal, financial, or tax advice, and that any such advice regarding any investment by the recipients must be obtained from the recipients' attorney, accountant, or tax professional.

**From:** John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

**Sent:** Wednesday, May 8, 2024 12:24 PM

**To:** Lauren Stallings <[lstallings@vida-management.com](mailto:lstallings@vida-management.com)>

**Subject:** Re: Wanted to follow up on the screens for the apartment and ask if the blind could be looked at -- it won't open and shut correctly (the main one in the living room by the patio)...

Lauren,

THROUGH 2025-01-22

22-01-2025

**EXHIBIT 7:**

**MEDICAL NECESSITY LETTER**

**FROM DR. VAUGHN**

**EMERGENCY MEDICAL NECESSITY EXHIBIT: LETTER FROM DR. JORDAN VAUGHN  
REGARDING URGENT HOUSING ACCOMMODATIONS**

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY**

**John R. Fouts,**  
Plaintiff,

v.

**Defendants**

**Case No.: 3:25-CV-00033-BJB**

---

I, **John R. Fouts**, respectfully submit this **Emergency Medical Necessity Exhibit** in support of my request for urgent relief regarding the potential loss of my Housing Choice Voucher, which expires today, January 31, 2025, and the severe health risks posed by the possibility of eviction or abrupt relocation – as Station J-Town, a Vida-Management Property, issued a non-lease renewal without cause on December 4, 2025, as previously exhibited stating end of lease is February 8, 2025, and later a walkthrough document was jammed in my door stating that it would take place February 5, 2025. This is a true emergency situation as noted repeatedly, previously, and ignored.

Attached is a letter from Plaintiff's Long Covid with Microclots and MCAS (Mast Cell Activation Syndrome) treating physician, **Dr. Jordan Vaughn**, which outlines the critical nature of Plaintiff's medical conditions and the **urgent need for stable housing** to prevent a **serious health crisis or crises**.

As set forth in Dr. Vaughn's letter, Plaintiff is currently suffering from multiple debilitating health conditions, including **Long COVID, venous insufficiency, mast cell activation syndrome**, and **other complex medical issues** that severely affect Plaintiff's ability to function on a daily basis. Given the **fragility of Plaintiff's health**, any abrupt displacement from Plaintiff's current residence would not only destabilize Plaintiff's medical care but also exacerbate Plaintiff's symptoms, potentially leading to a **medical crisis or crises** that could have **irreparable consequences as noted in a number of previous filings that have been ignored**.

The letter explicitly underscores that maintaining stable housing is **critical for Plaintiff's health** and the **proper management of Plaintiff's conditions**.

## EMERGENCY MEDICAL NECESSITY EXHIBIT: LETTER FROM DR. JORDAN VAUGHN REGARDING URGENT HOUSING ACCOMMODATIONS

As **Dr. Vaughn** clearly states, it is unreasonable, inhumane, and potentially dangerous to demand Plaintiff's relocation within such a short timeframe, especially given Plaintiff's **medical fragility** and the **vulnerabilities** Plaintiff faces as a primary caregiver for his child.

This **Emergency Exhibit** is submitted to inform the Court of the **urgent medical necessity** for the **reasonable accommodation** of **stable housing**, in accordance with applicable federal laws, including:

1. **The Americans with Disabilities Act (ADA):** Ensuring **reasonable accommodations** for individuals with disabilities. The denial of reasonable housing accommodations under the ADA creates an imminent risk to Plaintiff's health, as outlined in Dr. Vaughn's letter.
2. **The Fair Housing Act (FHA):** Providing **protections from discrimination** in housing based on disability and mandating **reasonable accommodations**. The failure to provide necessary accommodations under the FHA is both discriminatory and detrimental to Plaintiff's well-being.
3. **Section 504 of the Rehabilitation Act: Prohibiting discrimination** in housing matters for those receiving federal assistance. The refusal to accommodate my housing needs is a violation of this act.
4. **The Violence Against Women Act (VAWA):** Offering **protections** for victims of domestic violence, including safeguards against eviction or retaliation. As a victim of domestic abuse, Plaintiff is entitled to protection from retaliatory actions related to his housing situation.

Additionally, Plaintiff is asserting his **right to reserve ADA accommodations** for any future filings and communications, as this matter significantly impacts my ability to access fair and equitable justice. Plaintiff requests that the Court immediately address the **need for stable housing** in light of the **medically fragile** state described in Dr. Vaughn's letter, and also referred to multiple times in previous letters all ignored.

Plaintiff respectfully requests that this letter be immediately considered as part of Plaintiff's ongoing emergency filings that have all been ignored. Plaintiff emphasizes that the loss of his Housing Choice Voucher, if not immediately addressed by the Court, would **cause irreparable harm** to his health and violate his rights under the **ADA, FHA, Section 504, and VAWA along with others**. The need for swift judicial intervention is paramount to ensure Plaintiff's continued access to stable housing and to avoid **medical crises**.

**EMERGENCY MEDICAL NECESSITY EXHIBIT: LETTER FROM DR. JORDAN VAUGHN  
REGARDING URGENT HOUSING ACCOMMODATIONS**

---

**Note Regarding Defendants Section:**

It is important to note that **multiple courts**, including the **9th District Court of Northern California**, the **9th Circuit Court of Appeals**, and the **6th District Court**, have failed to address a **clerical error** regarding the listing of defendants in this case.

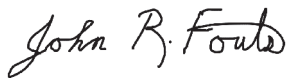
Despite repeated efforts by me to correct this error, including attempts to file a **Writ of Mandamus** via email with the **9th Circuit Court of Appeals** on **January 10, 2025**, the **Court has not acknowledged** or responded to this issue.

This ongoing failure to correct the **defendants' listing** is indicative of the **judicial obstruction** that has continually hindered my ability to seek timely relief.

These **errors in the record** have contributed to the ongoing **retaliation** and **obstruction of justice** that I have been subjected to.

---

**Respectfully Submitted,**



**John R. Fouts**

2904 Sitka Dr. Apt. L29

Louisville, KY 40299

Phone: 502.956.0052

Email: [fouts.john@gmail.com](mailto:fouts.john@gmail.com)

Fax: 502.996.8246

**Case No.: 3:25-CV-00033-BJB**

**FOUTS, John ROBERT (id #585882, dob: 01/31/1979)**



Recipient:

Phone: , Fax:

Fax

This fax may contain sensitive and confidential personal health information that is being sent for the sole use of the intended recipient. Unintended recipients are directed to securely destroy any materials received. You are hereby notified that the unauthorized disclosure or other unlawful use of this fax or any personal health information is prohibited. To the extent patient information contained in this fax is subject to 42 CFR Part 2, this regulation prohibits unauthorized disclosure of these records.

If you received this fax in error, please visit [www.athenahealth.com/NotMyFax](http://www.athenahealth.com/NotMyFax) to notify the sender and confirm that the information will be destroyed. If you do not have internet access, please call 1-888-482-8436 to notify the sender and confirm that the information will be destroyed. Thank you for your attention and cooperation.  
[ID:11740971-H-17217]

Date: 01/31/2025  
RE: John Fouts, DOB: 01/31/1979, PT ID #585882

To Whom It May Concern,

I am writing this letter on behalf of my patient, Mr. John R. Fouts, who is currently under my medical care for multiple serious health conditions, including Long COVID, venous insufficiency, and mast cell activation syndrome, among other complex medical concerns. These conditions significantly impact his daily functioning and ability to undertake major life activities, including securing and relocating to a new residence within an unreasonable timeframe.

Due to the chronic and debilitating nature of his health conditions, Mr. Fouts faces substantial limitations in mobility, endurance, and overall well-being. His medical situation necessitates stability in his living environment to manage his symptoms effectively and prevent exacerbation of his conditions. An abrupt displacement from his current residence would pose a severe risk to his health, disrupting essential care, treatment adherence, and symptom management, which could lead to worsening of his condition and potential medical crises.

Furthermore, Mr. Fouts is the primary caregiver for his child, and his medical challenges make it exceedingly difficult for him to rapidly secure alternative housing while continuing to provide necessary care and stability for his child. Forcing an urgent relocation is neither reasonable nor humane, given his documented disabilities. The protections afforded by the Americans with Disabilities Act (ADA), the Fair Housing Act (FHA), Section 504 of the Rehabilitation Act, the Violence Against Women Act (VAWA), and Section 1915(c) of the Social Security Act are critical in ensuring that individuals with disabilities and their dependents are not unlawfully displaced or discriminated against in housing matters.

Given the severity of his condition, I strongly advocate for reasonable accommodations to be granted to Mr. Fouts in accordance with applicable federal and state laws. It is imperative that he be allowed to maintain stable housing, as abrupt eviction or non-renewal of his lease would pose significant harm to his health and well-being.

Please do not hesitate to contact my office should you require any further information or clarification regarding Mr. Fouts' medical condition and the necessity of stable housing for his health.  
Sincerely,

A handwritten signature in black ink, appearing to read 'Jordan Vaughn', with a long horizontal line extending to the right.

Electronically Signed by: JORDAN VAUGHN, MD

END OF EXHIBIT



# **EXHIBIT 8A:**

## **PART A - PAYMENT RECEIPTS AND FINANCIAL DOCUMENTATION**



We Strive to Enhance Lives,  
Build on Strengths and  
Create Community.

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ZCpxN3X9UHQ%253d&\_yTrackVisit=NDc3MTAxMDAyMSMxNDQxMDc4NDM5-%252b08drHI3ZnQ%253d&\_yTrackReqDT=24520520251602)

≡ MENU



Compliance

HCV Briefing Packet



Logged in as: John Fouts (130030) - 2904 Sitka Dr 29

## Housing Assistance Payments

Period

All



Sort By



Sort Type



Go

Excel

PDF

25 records per page

Search:

Payee Name	Payment Month (MM/YYYY)	EFT/ Check#/ Adj#	Amount	Unpaid Amount	Notes
New Chestnut Ridge Apartments LLC	02/2025	ACH-860090	\$1,390.00	\$0.00	:HAP 02/25 Fouts, John 2904 Sitka Dr 29,, Louisville KY 40299
New Chestnut Ridge Apartments LLC	01/2025	ACH-853655	\$1,390.00	\$0.00	:HAP 01/25 Fouts, John 2904 Sitka Dr 29,, Louisville KY 40299
New Chestnut Ridge Apartments LLC	12/2024	ACH-847315	\$1,390.00	\$0.00	:HAP 12/24 Fouts, John 2904 Sitka Dr 29,, Louisville KY 40299
New Chestnut Ridge Apartments LLC	11/2024	ACH-840955	\$1,390.00	\$0.00	:HAP 11/24 Fouts, John 2904 Sitka Dr 29,, Louisville KY 40299
New Chestnut Ridge Apartments LLC	10/2024	ACH-834502	\$1,390.00	\$0.00	:HAP 10/24 Fouts, John 2904 Sitka Dr 29,, Louisville KY 40299
New Chestnut Ridge Apartments LLC	09/2024	ACH-828363	\$1,390.00	\$0.00	:HAP 09/24 Fouts, John 2904 Sitka Dr 29,, Louisville KY 40299
New Chestnut Ridge Apartments LLC	08/2024	ACH-822270	\$1,390.00	\$0.00	:HAP 08/24 Fouts, John 2904 Sitka Dr 29,, Louisville KY 40299
New Chestnut Ridge Apartments LLC	07/2024	ACH-816226	\$1,390.00	\$0.00	:HAP 07/24 Fouts, John 2904 Sitka Dr 29,, Louisville KY 40299
New Chestnut Ridge Apartments LLC	06/2024	ACH-810367	\$1,390.00	\$0.00	:HAP 06/24 Fouts, John 2904 Sitka Dr 29,, Louisville KY 40299
New Chestnut Ridge Apartments LLC	05/2024	ACH-804233	\$1,390.00	\$0.00	:HAP 05/24 Fouts, John 2904 Sitka Dr 29,, Louisville KY 40299
New Chestnut Ridge Apartments LLC	05/2024	ACH-816226	\$(448.00)	\$0.00	:Abate HAP 05/24 Fouts, John 2904 Sitka Dr 29,, Louisville KY 40299
New Chestnut Ridge Apartments LLC	04/2024	ACH-802737	\$1,390.00	\$0.00	:HAP 04/24 Fouts, John 2904 Sitka Dr 29,, Louisville KY 40299

Payee Name	Payment Month (MM/YYYY)	EFT/ Check#/ Adj#	Amount	Unpaid Amount	Notes
New Chestnut Ridge Apartments LLC	03/2024	ACH-802737	\$1,390.00	\$0.00	:HAP 03/24 Fouts, John 2904 Sitka Dr 29,, Louisville KY 40299
New Chestnut Ridge Apartments LLC	02/2024	ACH-802737	\$1,007.00	\$0.00	:HAP 02/24 Fouts, John 2904 Sitka Dr 29,, Louisville KY 40299

Showing 1 to 14 of 14 entries

LOUISVILLE METRO HOUSING AUTHORITY | 420 S 8TH ST LOUISVILLE, KY 40203 | (HTTP://MAPS.GOOGLE.COM?Q=420+S+8TH+ST++LOUISVILLE+KY+40203)  
(502) 569-3400 (TEL:(502) 569-3400)



John Fouts &lt;fouts.john@gmail.com&gt;

## Payment Confirmation

1 message

**Station J Town** <no-reply@rentcafe.com>  
Reply-To: stationjtown@vida-management.com  
To: fouts.john@gmail.com

Sat, Feb 1, 2025 at 9:58 PM

Dear ,

This email confirms we have received your one-time online payment. Please review the payment information below and keep this email for your personal records.

**PAYMENT INFORMATION**

Payment Confirmation Number: 600145242  
Payment Date: 2/1/2025 9:58 PM (EST)  
Payment Account: Visa XXXX-2794  
Payment Amount: \$200.82  
\*Service Fee: \$3.95  
Total Amount: \$204.77

*\* The service fee is collected by the Payment Agent, not the property management company, and will not display on your ledger. Service fee is non-refundable.*

Your debit card statement will reflect this payment as "YSI\*Vida Management TYH L".

To view additional payment details, please log in to your Resident Portal account at:

<https://www.rentcafe.com/residentservices/apartmentsforrent/userlogin.aspx>

Your account security is important to us. If any of the above information is inaccurate, please contact us immediately.

You expressly acknowledge that any payments made by you to a property manager, owner, or a party other than Yardi ("Payee", will be submitted to Yardi, as a payment collection agent of the Payee, solely for the limited purpose of accepting and processing such payments. The delivery of the payment by you to Yardi, which acts as the limited payment collection agent of the Payee, shall satisfy your payment obligation to the Payee. Once such payment is received by Yardi on your behalf, you authorize Yardi to electronically credit the funds into the bank account designated by you (e.g., the bank account belonging to the Payee). In the event that Yardi does not properly remit any such payment amounts to the Payee, the Payee will only have recourse against Yardi and not you directly. Assuming you have tendered the proper amount of funds due to us, your payment obligation to the Payee is extinguished upon our receipt of the funds. There is no risk of loss to you if Yardi fails to remit the funds to the Payee.

9601 Balsam Way, Louisville, KY 40299

This email was sent to [fouts.john@gmail.com](mailto:fouts.john@gmail.com). To ensure you continue receiving our emails, please add us to your address book or safe list. You can opt out of email notifications from Station JTown [clicking here](#). You can opt out of all email notifications from Vida Management [clicking here](#).



John Fouts &lt;fouts.john@gmail.com&gt;

**Re: Rent Time!**

1 message

**John Fouts** <fouts.john@gmail.com>

Tue, Feb 4, 2025 at 6:39 PM

To: stationjtown@vida-management.com, Lauren Stallings <lstallings@vida-management.com>, Teresa Ramon <tramon@vida-management.com>

Why am I receiving this? I already paid rent - I paid it on 2/1/2025.

On Tue, Feb 4, 2025 at 2:37 PM Station J Town <[no-reply@rentcafe.com](mailto:no-reply@rentcafe.com)> wrote:

This is just a friendly reminder that February is already here and rent time has rolled around again! Make sure to make your payment before the end of the day on February 5th to avoid late fees on the 6th. If you know you will be late, please contact the office and speak with Lauren to let her know when you will be making your payment.

If you have already paid, please disregard this email.

9601 Balsam Way, Louisville, KY 40299

This email was sent to [fouts.john@gmail.com](mailto:fouts.john@gmail.com). To ensure you continue receiving our emails, please add us to your address book or safe list. You can opt out of email notifications from Station JTown [clicking here](#). You can opt out of all email notifications from Vida Management [clicking here](#).

--

John R. Fouts, MBA

## **EXHIBIT 8B:**

### **PART B - PAYMENT RECEIPTS AND FINANCIAL DOCUMENTATION**



**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD**

**To the Honorable Judge of the Court:**

I, John R. Fouts, **respectfully request** the Court to **review the inconsistencies and false assertions** made in the eviction complaint filed against me.

The Plaintiff has alleged that I "forcibly detained" the apartment on **December 3, 2024**. However, I was residing in the unit **under the terms of a valid, signed lease agreement**, which remained in effect until **February 8, 2025**, as documented in the lease contract executed by both the landlord and myself as the tenant – I provided a copy of that page from the lease agreement herewith, and will provide the full lease agreement upon request.

It is **logically and legally impossible** to **"forcibly detain"** a rental property **while still occupying it within the lawful duration of an active lease agreement**. Furthermore, the landlord **accepted rental payments** from both myself and LMHA for the month of February, further demonstrating a **lack of recognition of any alleged termination** at the time of this claim.

I ask this Court to **review this matter carefully** and determine how such an allegation could be made in direct contradiction to the legally binding lease and rental payment records. If the Plaintiff's claim is based on false information, this raises **serious concerns about the validity of this eviction proceeding** and the motives behind it.

**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD**

Respectfully submitted,

**John R. Fouts**

Defendant

OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

DOC-215 Rev. 11-21 Page 1 of 2  
Commonwealth of Kentucky Court of Justice www.courts.ky.gov  
KRS 383.210

Doc. Code: EN-e

Case No: 25-C-601707  
Court: DISTRICT  
County: JEFFERSON Family / District Civil  
Division: DI

**EVICTON NOTICE:  
NOTICE OF EVICTION HEARING  
TRIAL BY THE COURT**

**NEW CHESTNUT RIDGE APARTMENTS LLC** PLAINTIFF  
VS. **JOHN FOUTS, ET AL** DEFENDANT  
Defendant's Address: 2904 SITKA DR #29 LOUISVILLE, KY 40299  
Plaintiff's Attorney: ANDREW ZEH

THE COMMONWEALTH OF KENTUCKY To the Sheriff (or any Constable):

The Plaintiff has filed a complaint in this Court claiming the Defendant on the 3rd day of December, 2024, forcibly detained and now forcibly detains from the Plaintiff the above-described property which the Defendant, tenant of the Plaintiff, now holds against Plaintiff.

YOU ARE THEREFORE, in the name of the Commonwealth of Kentucky, commanded to summon Defendant tenant to appear on the Trial Date shown below to inquire into the forcible detainer complained of and to give to Defendant at least three (3) days notice of the time and place of trial, and to make return of service at or before the time of trial.

Date: February 10th, 2025 Davis L. Nichols, Jefferson Circuit Clerk Clerk

TO THE TENANT: Your landlord has filed an eviction notice against you in this Court, claiming you are not entitled to remain on the premises. A trial will be held February 25th, 2025 at the time of 9:00AM, at DISTRICT COURTROOM 308, HALL OF JUSTICE, 3RD FLOOR 600 W. JEFFERSON STREET LOUISVILLE, KY 40202, to determine whether you will be evicted. If you have any reasons for why you should not be evicted, you MUST APPEAR in Court to explain your reasons at this time. If you will need an interpreter at your court appearance, please contact the Court listed above as soon as possible. Remote or in-person court attendance Zoom: Meeting ID 789 335 2944 Password 308. Phone: 1-312-626-6799. Meeting ID 789 335 2944. Participant ID 308. Or visit www.jeffersondistrictcourt.com

THIS IS AN IMPORTANT PAPER. TAKE IT TO YOUR LAWYER IMMEDIATELY.

**PROOF OF SERVICES**

A copy of this Eviction Notice was:

☐ served by delivering same personally to the Defendant.

☐ served and explained to \_\_\_\_\_, age \_\_\_\_\_, who is the Defendant's (Relationship) \_\_\_\_\_; after Defendant could not be found.

☐ posted in a conspicuous place on the Defendant's premises on this date and mailed same to the above address by regular mail through the U.S. Postal Service, postage prepaid on the \_\_\_\_\_ day of \_\_\_\_\_. Neither Defendant, nor a member of his/her family, could be found.

Date: \_\_\_\_\_, 20 \_\_\_\_\_ Served by: \_\_\_\_\_  
Sheriff's Office of \_\_\_\_\_ County \_\_\_\_\_

Presiding Judge: HON. TANISHA A. HICKERSON (730073)  
10002

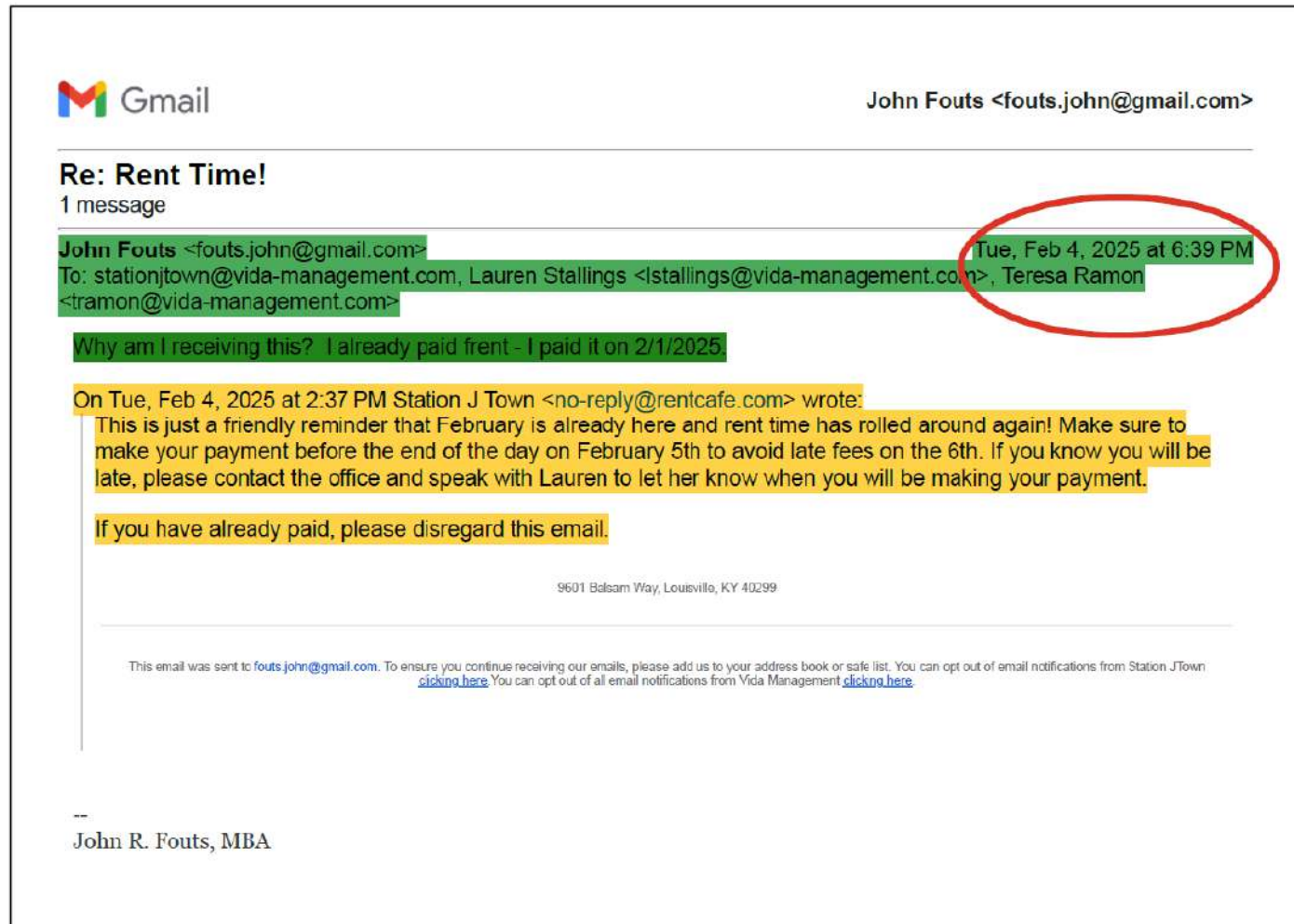
FALSE  
STATEMENT  
MADE BY  
PLAINTIFF(S)

THE PLAINTIFF IN THIS  
CASE 'CLAIMS' THAT I  
'FORCIBLY DETAINED'  
THE APARTMENT ON  
**DECEMBER 3, 2024.**

I WOULD ASK THE  
HONORABLE JUDGE OF  
THE COURT TO PLEASE  
REVIEW THIS, AND LET ME  
KNOW HOW IT IS  
POSSIBLE TO FORCIBLY  
DETAIN AN APARTMENT  
WITHIN THE DURATION  
OF THE SIGNED LEASE  
AGREEMENT SIGNED BY  
THE TENANT AND THE  
LANDLORD?

**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD**

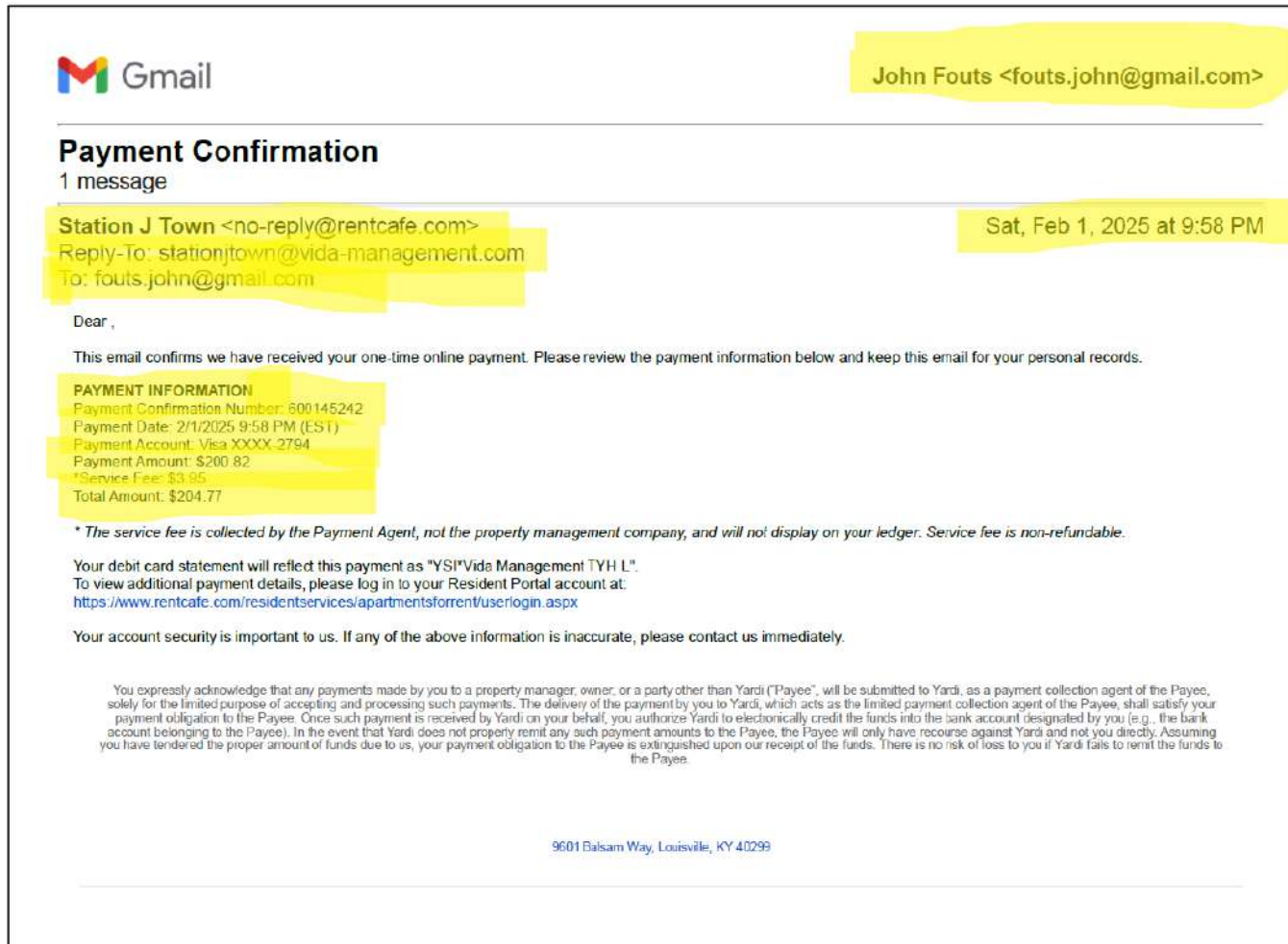
WHY WAS I SENT AN EMAIL THAT RENT WAS LATE WHEN I PAID, AND LOUISVILLE METRO HOUSING AUTHORITY PAID ON FEBRUARY 1, 2025. THIS EMAIL WAS RECEIVED DAYS LATER, ON FEBRUARY 4, 2025.






**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD**

**THIS SHOWS MY PORTION OF RENT PAID ON THE 1<sup>ST</sup> OF THE MONTH FOR FEBRUARY, 2025 (MY PORTION OF THE RENT CAME TO \$204.77) – IT IS DIFFERENT EVERY MONTH...IN THE FOLLOWING PAGES, LMHA AND HUD PAYMENTS ARE PROVIDED FROM INCEPTION OF LEASE FEBRUARY 9, 2024.**



OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

INFO FROM LMHA ONLINE PORTAL SYSTEM SHOWS PAYMENTS MADE THROUGH FEB 2024 THRU AND INCLUDING FEB 2025 BY LMHA/ HUD TO STATION J-TOWN (VIDA-MANAGEMENT, INC) - AKA NEW CHESTNUT RIDGE APARTMENTS LLC

 We Strive to Enhance Lives,  
Build on Strengths and  
Create Community.

(?\_yTrackUser=Mjg2NTY4MTYwMSMxODM0MzYxNjUz

ZCpxN3X9UHQ%253d&\_yTrackVisit=NDc3MTAxMDAyMSMxNDQxMDc4NDM5-%252b08drHI3ZnQ%253d&\_yTrackRegDT=24520520251602)

MENU

Compliance HCV Briefing Packet

Logged in as: John Fouts (130030) - 2904 Sitka Dr 29

### Housing Assistance Payments

Period: All

Sort By:

Sort Type:

Go: Excel PDF

25 records per page

Search:

Page 1 of 3

Date: 2025-02-17

Why is there a strange tracking code in the middle of the printed page, not visible on the page itself? -- JRE

**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD**

**SEE SCREENSHOT BELOW WHICH SHOWS LMHA/HUD PAYING FOR MONTH OF FEBRUARY 2025 \$1390.**

**ALSO SEE BELOW, THE PAYMENTS FOR APRIL 2024 – THROUGH FEBRUARY 2025 ON THIS PAGE.**

**PLAINTIFF(S) CLAIM I FORCIBLY DETAINED APARTMENT ON DECEMBER 3, 2024 WHICH MAKES NO SENSE**

**INFO FROM LMHA ONLINE PORTAL SYSTEM SHOWS PAYMENTS MADE THROUGH FEB 2024 THRU AND INCLUDING FEB 2025 BY LMHA/HUD  
TO STATION J-TOWN (VIDA-MANAGEMENT, INC.) - AKA NEW CHESTNUT RIDGE APARTMENTS LLC**

Payee Name	Payment Month (MM/YYYY)	EFT/ Check#/ Adj#	Amount	Unpaid Amount	Notes
New Chestnut Ridge Apartments LLC	02/2025	ACH-860090	\$1,390.00	\$0.00	:HAP 02/25 Fouts, John 2904 Sitka Dr 29., Louisville KY 40299
New Chestnut Ridge Apartments LLC	01/2025	ACH-853655	\$1,390.00	\$0.00	:HAP 01/25 Fouts, John 2904 Sitka Dr 29., Louisville KY 40299
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New Chestnut Ridge Apartments LLC	10/2024	ACH-834502	\$1,390.00	\$0.00	:HAP 10/24 Fouts, John 2904 Sitka Dr 29., Louisville KY 40299
New Chestnut Ridge Apartments LLC	09/2024	ACH-828363	\$1,390.00	\$0.00	:HAP 09/24 Fouts, John 2904 Sitka Dr 29., Louisville KY 40299
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New Chestnut Ridge Apartments LLC	05/2024	ACH-816226	\$(448.00)	\$0.00	:Abate HAP 05/24 Fouts, John 2904 Sitka Dr 29., Louisville KY 40299
New Chestnut Ridge Apartments LLC	04/2024	ACH-802737	\$1,390.00	\$0.00	:HAP 04/24 Fouts, John 2904 Sitka Dr 29., Louisville KY 40299

**PLAINTIFF MAKES STATEMENT THAT DEFENDANTS FORCIBLY DETAINED APT ON DEC-3-2024, HOWEVER, LEASE AGREEMENT RAN THROUGH FEB. 8, 2025 -- JRF**

**LMHA / HUD MADE FEB 2025 PMT PER THE NORM DOESN'T THIS CONSTITUTE NON EVICTION RECOGNITION BY HUD? AS WELL AS NON-RECOGNITION OF UNLAWFUL NON-LEASE RENEWAL WITHOUT CAUSE**

**Page 2 of 3**

**Date: 2025-02-17**



## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

**INFO FROM LMHA ONLINE PORTAL SYSTEM SHOWS PAYMENTS MADE THROUGH FEB 2024 THRU AND INCLUDING FEB 2025 BY LMHA/HUD  
TO STATION J-TOWN (VIDA-MANAGEMENT, INC). - AKA NEW CHESTNUT RIDGE APARTMENTS LLC**

Payee Name	Payment Month (MM/YYYY)	EFT/ Check#/ Adj#	Amount	Unpaid Amount	Notes
New Chestnut Ridge Apartments LLC	03/2024	ACH-802737	\$1,390.00	\$0.00	:HAP03/24 Fouts, John 2904 Sitka Dr 29, , Louisville KY 40299
New Chestnut Ridge Apartments LLC	02/2024	ACH-802737	\$1,007.00	\$0.00	:HAP02/24 Fouts, John 2904 Sitka Dr 29, , Louisville KY 40299

Showing 1 to 14 of 14 entries

**START OF LEASE AT STATION J-TOWN  
WAS FEBRUARY 9, 2024**

← Previous    1    Next →

LOUISVILLE METRO HOUSING AUTHORITY | 420 S 8TH ST LOUISVILLE, KY 40203 | (HTTP://MAPS.GOOGLE.COM?Q=420+S+8TH+ST++LOUISVILLE+KY+40203)  
(502) 569-3400 (TEL:(502) 569-3400)

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**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD**

**VIDA**

Date: 12/03/2024  
To: John Fouts  
2904 Sitka Dr. #29  
Louisville, KY 40299

**RE: NOTICE TO NOT RENEW**


Tenant(s): Johns Fouts & all occupants

THIS IS OFFICIAL NOTICE that your current lease will not be renewed for the property located at 2904 Sitka Dr. #29 Louisville, KY 40299, and this is your 60-day notice to vacate.

**FURTHERMORE**, the last day of tenancy will be 02/08/2025

You are required to vacate the property by 10am on the above-stated date. The lease agreement states that the property must be made into the same condition upon move-in, wear and tear excepted. In addition, all keys be given to the landlord. All personal property the tenant leaves on the property shall become the possession of the landlord.

Your forwarding address must be given.

  
 Station J-town Management  
 (502) 885-4120  
[lstallings@vida-management.com](mailto:lstallings@vida-management.com)

*Rec'd in Door-Jamb  
not even in mail,  
along with a  
Station J-town Grinchman  
Flyer-Don't know if  
I sawe thought it to be funny  
or what, but removing someone's  
honey security.??*

*Rec'd  
in My Shack  
in Door  
2024-12-04  
in  
Hammock*

*Letter  
was stuck in door  
12/4/2024*

*This is retaliation b/c  
they were upset I  
reported the mag-  
3360 I have had  
it continue to hore  
to LMTA*

*LMTA refuses to  
answer questions  
to or be transparent  
to don't know what  
I need help*

*Need to get  
wired records &  
take my pictures of  
places & past  
experiences*

*Need to add to  
overall case of past  
abuse & further review*

*Need to  
get black  
id card*

*Transition,  
many ppl have had  
same problems/Toby,  
there were even more  
cockroaches in the apt.  
I had not even  
gotten a chance to  
place has had murders  
domestic disputes, robbery &  
drugs ready*

Page 1 of 1

**FOUTS-1229**

*With  
Grinchman  
door jamb  
around 1 or 4pm  
when we returned  
from carpool*

*Envelope  
Rec'd in Door  
Jamb & not even  
mailed. In  
door jamb  
around 1 or 4pm  
when we returned  
from carpool*

*2024-12-04  
JKE  
2904 Sitka Dr. #29  
Station J-town  
Louisville, KY 40299*

**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD**

**VIDA**

ACKNOWLEDGEMENT OF NOTICE TO VACATE

December 26<sup>th</sup>, 2024

John Fouts Apartment #L29  
2904 Sitka Dr #29 Louisville, KY 40299

Dear Resident(s):

This letter acknowledges receipt of your notice to vacate your apartment on 02/08/2024.

As your community leaders, it is our goal to ensure that you, as a valued resident, are satisfied with the quality of your apartment home as well as the level of service provided to you by our team. If your decision to move is in any way related to a lack of satisfaction in either of those two areas, we would like to personally invite you to come by the office to discuss your concerns with us. **Our hope is that we can address your needs and come up with a resolution that will make you happy to continue calling Station Jtown your home.** While we are always striving to gain new residents in our community, we recognize the importance of acknowledging the needs and the value of our existing residents. So, we encourage you to stop by, give us a call, or **email us**, even if you have already committed to move elsewhere; we would truly appreciate your feedback.

*I DID NOT SUBMIT A NOTICE TO VACATE*  
Should you wish to retract your notice to vacate, please let us know in writing as soon as possible so we can cancel your notice before the home is re-rented. We would like to offer you a free carpet clean and an additional 1500 points in the Community Rewards system for deciding to stay a valued part of our community.

The following is a breakdown of estimated charges through your move out date:

Charge	Dates	Due	Amount
Current Balance	N/A	N/A	\$0
Prorated Rent	02/01/2025-02/08/2025	February 1 <sup>st</sup> , 2025	\$24.58
Notice Fee	N/A	N/A	\$0
Buyout Fee	N/A	N/A	\$0
Water/Sewer/Trash for February	December 1 <sup>st</sup> , 2024- December 31 <sup>st</sup> , 2024	February 1 <sup>st</sup> , 2025	TBD- not posted yet. Check back 2/1.
Concession Chargeback	N/A	N/A	\$0
Final Water/ Sewer Trash Bill	January 1 <sup>st</sup> 2025- February 8 <sup>th</sup> , 2025	Upon Receipt- please check back a few days before move out.	TBD

The above listed amounts due do not include any charges that may be incurred when the move out inspection is performed. **Please make arrangements to have your electricity transferred out of your name on the date of move-out.** You are responsible for all utilities and maintaining renter's insurance on the apartment until the date of move out/lease end date. All trash must be placed inside of the dumpster and not left next to the trash compactor.

Page | 1

Notice Acknowledgement-*\*Please read entire letter thoroughly\**

*WE RECEIVED A  
NOTICE THAT LEASE WOULD  
NOT BE RENEWED WITH NO  
EXPLANATION GIVEN.*

## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

Dumping of unwanted furniture is strictly prohibited and violators will be charged \$100.00 per piece of furniture left inside the apartment, in the hallway, next to the dumpster, or anywhere else on property. Please contact the local landfill for information on where to take any unwanted furniture or large trash items.

We will be conducting a pre-move out inspection on Wednesday February 5th, 2024, between 9:30 AM and 1:30 PM. You are not required to be present. Please ensure all pets are secured for the duration of the inspection. If this day/time does not work well for you, please contact us in writing as soon as possible. Our inspection availability is Monday through Friday between the hours of 9:30am and 4:30pm. If you have any questions regarding the move out process, please feel free to contact us.

Please remember that upon move-out, the apartment is to be left clean and in good condition to avoid additional charges. Here are a few items to remember to clean before you turn in your keys:

### GENERAL AREA

1. Walls should be washed, and all marks removed.
2. Carpeting should be clean and vacuumed.
3. Windows and tracks should be washed.
4. Door tracks/jam should be washed.
5. Light fixtures, lamps, windowsills, and shelves must be cleaned and wiped down.
6. All tile/wood floors are to be cleaned and waxed.
7. Storage area should be cleaned.
8. All closets are to be cleaned.
9. Patio/balcony should be cleaned.
10. Any hole in walls larger than 1/8" must be patched.
11. Clean & wipe the inside of all cabinets.
12. Ceiling fans should be cleaned.
13. All light fixtures must have working bulbs.

### KITCHEN

1. Refrigerator should be defrosted and cleaned and turned on low.
2. Range should have the oven, pans, broiler grills & shelves cleaned.
3. Microwave and exhaust fan should be cleaned.
4. Dishwasher and disposal should be cleaned and in operating order.
5. Cabinets should have all paper and utensils removed and shelves must be cleaned and wiped down.
6. Floor including under refrigerator and stove must be cleaned.

### BATHROOM

1. Tile should be washed, and grout cleaned.
2. Medicine cabinets should be cleaned, including mirrors and shelves.
3. Tub, basin, and toilet should be cleaned.
4. Floor should be cleaned.

### ALL PERSONAL ITEMS AND TRASH MUST BE REMOVED

\* Any cost management incurs for removal of nicotine/smoke damages, food odors, pet odors or chemical odors will be charged back to the resident(s).

On your day of move out, don't forget to return all keys, remotes, access cards, parking stickers, and any other items that have been issued to you or any other person residing in your home. There is a fee for each item not returned. Please remember, if we do not receive proper documentation after move-out, we may be forced to file eviction to gain legal possession of the apartment home.

It has been our pleasure to serve you! Please feel free to contact us if there are any questions or concerns. If you need to make any changes to your Notice to Vacate, please contact us immediately as your apartment has now been placed on the availability list. Should the apartment be re-rented, we may be unable to accommodate any changes to your vacate date.

Warmest regards,

Your Management Team

Station Town

(502) 885-4120

[StationTown@Vida-management.com](mailto:StationTown@Vida-management.com)

**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD**





OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

VIDA

Date: 12/03/2024  
To: John Fouts  
2904 Sitka Dr. #29  
Louisville, KY 40299

RE: NOTICE TO NOT RENEW

Tenant(s): Johns Fouts & all occupants

THIS IS OFFICIAL NOTICE that your current lease will not be renewed for the property located at: 2904 Sitka Dr. #29 Louisville, KY 40299, and this is your 60-day notice to vacate.

FURTHERMORE, the last day of tenancy will be 02/08/2025

You are required to vacate the property by 10am on the above-stated date. The lease agreement states that the property must be made into the same condition upon move-in, wear and tear excepted. In addition, all keys be given to the landlord. All personal property the tenant leaves on the property shall become the possession of the landlord.

Your forwarding address must be given.



Station J-town Management  
(502) 885-4120  
[Lstallings@vida-management.com](mailto:Lstallings@vida-management.com)

Rec'd 2024-12-06  
Happy St. Nick's Day  
to them too.

I'm incredibly saddened  
by this actually - all I  
have ever wanted for  
my child is stability.  
I no longer feel like I  
have any other options on  
any other path forward,  
or future, or hope  
at all.



Page 1 of 1

STATION J TOWN  
9601 BALSAM WAY  
LOUISVILLE, KY 40299

John Fouts  
2904 Sitka Dr. #29  
Louisville, KY 40299

40299-305129



LOUISVILLE KY 400  
4 DEC 2024 PM 1 L



Rec'd  
2024-12-06

## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

From: [John Fouts](#)  
To: [Inspections](#)  
Subject: 2024-12-10 -- Re: Inspection - Not Home - At ER When Inspector Stopped By -- 2024-12-02 -- John R. Fouts --  
2904 Stika Dr. L29 -- Louisville, KY 40299  
Date: Tuesday, December 10, 2024 11:26:14 PM  
Attachments: 2024-12-06-Federal-Court-2024-12-04-Station-Town-Vida-Management-2904-Stika-Dr-Apt-L29-9601-Bulsum-  
[Way-Bugs-Roaches.docx](#)

---

The building was treated, but it did not do any good. These roaches and bugs were crawling around everywhere in my apartment on Dec. 4, 2024.

See pictures.

What should I do? Please advise.

John R. Fouts, MBA

On Mon, Dec 9, 2024 at 8:35 AM Inspections <[inspections@lmha1.org](mailto:inspections@lmha1.org)> wrote:

Hello

I was sent an email about your inspection. The inspector closed the case and said the building was treated. If you feel this was not the case, please respond that you would like another complaint inspection.

Thanks

Respectfully,

*Peggy Bagby*

Inspections Coordinator

Louisville Metro Housing Authority

600 South 7<sup>th</sup> Street

Louisville, KY 40203

Ph (502) 569-7845

Fax (502) 587-7322

---

## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

**From:** Rose McCarty <McCarty@LMHA1.org>  
**Sent:** Monday, December 9, 2024 8:26 AM  
**To:** Inspections <inspections@lmha1.org>  
**Subject:** FW: Inspection - Not Home - At ER When Inspector Stopped By -- 2024-12-02 -- John R. Fouts -- 2904 Sitka Dr. L29 -- Louisville, KY 40299

*Please read below*

---

**From:** fouts.john@gmail.com <fouts.john@gmail.com>  
**Sent:** Tuesday, December 3, 2024 3:15 PM  
**To:** Rose McCarty <McCarty@LMHA1.org>; Deborah Gilbert <gilbert@LMHA1.org>; Rothman, Terry <Terry.Rothman@louisvilleky.gov>  
**Subject:** Inspection - Not Home - At ER When Inspector Stopped By -- 2024-12-02 -- John R. Fouts - 2904 Sitka Dr. L29 -- Louisville, KY 40299

Rose, Deborah, Terry,

I'm not sure who to report this to so I am copying all of you. This morning (yesterday morning on 12/2/2024) from around 8:40 a.m. to around 1:15 p.m., I was gone with my child at the Emergency Room at Norton Women and Children's Hospital. My child has been sick for several weeks - almost all in all for 3 months with ups and downs but not ever fully recovering, and has missed numerous days of school, and even today, was MAP testing for Math, but we were in the ER when the inspector came to the apartment. Today 12/3/2024 my child had to miss school again.

I need for the confirmatory inspection to be rescheduled. I can tell you that we have still had lots of trouble with the apartment complex not getting the trash as they are supposed to. We have to pay for Valet Trash and they are supposed to pick it up each night, but they only get it about half the time...that encourages more bug issues and probably further increases the

## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

probability of a crime occurring. I am hopeful that that does not happen, and am at the same time, a realist.

As far as the bugs go, the roaches have disappeared for the time being, which I am thankful for - because the place was very heavily infested, and it has happened numerous times, and maintenance and management here frankly do not care.

We are still having an issue with bugs, however, it is a strange issue whereby there are a bunch of little weird moths that I do not normally see flying around. I do not know where they came from. I don't even know if they are native. I grew up in nature looking at wildlife all the time, and do not know that I have seen this type of moth before they inhabited our apartment.

I wanted to also ask a few questions about mold. I am highly allergic to molds, and I am also someone who has been a victim of living in a water damaged building, and it is not safe for me, nor my kid, to be around black molds and other toxic molds creating macrocyclic and other trichothecenes, gliotoxins, aflatoxins, ochratoxins, and others.... Has the complex here and specifically building L, and this apartment even, or any of the mentioned, been tested before by a knowledgeable environmental third party toxins inspector?

And please can you all get back to me regarding the several other emails and fax I sent regarding confirmation of renewal of voucher?

--

"Shining" in Service,

John R. Fouts, MBA

Fax. 502.996.8246

--

John R. Fouts, MBA



## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

From: [John Fouts](#)  
To: [Deborah Gilbert-Rose](#); [Rose McCarty](#); [Michael Frank II](#)  
Subject: 2024-12-31, John R. Fouts - Still Need Housing Choice Mainstream Voucher Questions Answered Expeditiously - Urgent Situation As Threat Of Homeless  
Drawn More Near - 32 Days - Please Provide Answers  
Date: Tuesday, December 31, 2024 3:17:58 PM

Deborah, Rose, Frank,

I need to know what is going on with our application. I received a letter of non-renewal of lease from Station J-town, without cause, and they want us out by 2/8/2024.

I do not know the reasoning behind their decision, but I believe solidly it is retaliation for me asking to get maintenance situations repaired, or to spray for roaches, etc..., or to take trash out when we have to pay for it but they often do not do it....

As, per former communication, Irina Bassett told me the current voucher expires on January 31st, 2025, and that is 32 days away including today, and I am very ill / disabled / have a special needs child / and very limited income / I need to know what the status of our voucher is.

My paperwork was submitted to LMHA through the channels noted on the document on November 4th, 2024. Today is December 31, 2024. I have had much communication with each of you trying to get answers between then and now and have received none aside from an email finally from recerts - an email address Rose McCarty gave to me in mid November, not listed on the renewal letter at all, and I sent to that email I believe on or around November 19th. It has been well over a month, and now I am receiving another email just stating that our documents have been received.

Please let me know the status of the voucher so I know how to plan so I can lessen the imminent threat of homelessness that is heavily weighing upon me, a disabled person, and a special needs disabled child.

If Frank McNeil, the Louisville HUD Office Field Manager could step in to weigh in, that would also be helpful - Frank I have copied you on many pieces of communication and have heard nothing but radio silence.

I need answers please. I understand today is New Year's Eve, but I still hope to hear something from one of you by the end of the day, if not - yet this afternoon - then at the latest by January 2nd, 2025.

Sincerely,

John R. Fouts, MBA  
Station Jtown Apartments (Vida-Management, Inc.)  
2904 Sitka Dr. L29  
Louisville, KY 40299

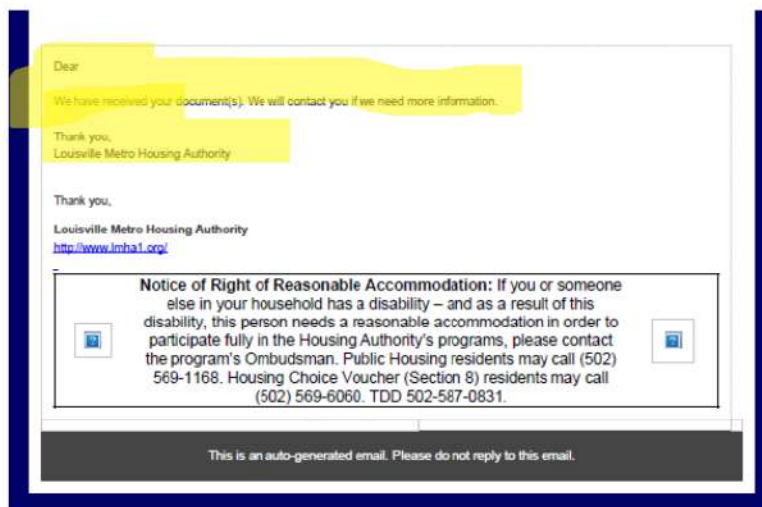
Phone: 502.956.0052 [Text Only Please - ADA Accommodations]  
Fax: 502.996.8246  
Email: [Fouts.John@gmail.com](mailto:Fouts.John@gmail.com)

----- Forwarded message -----

From: Louisville Metro Housing Authority <[no-reply@rentcafe.com](mailto:no-reply@rentcafe.com)>  
Date: Tue, Dec 31, 2024 at 12:00 PM  
Subject: Documents Received  
To: <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>



## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD



## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

Fwd: Your application has been approved! >> [REDACTED]FC-Station-Jtown x [REDACTED]FC-Vida-Management x



**John Fouts** <fouts.john@gmail.com>  
to Jacquelyn ▾

Thu, Feb 8, 2024, 11:04 PM ☆ ✓ ☺ ↶ !

Keep this in an important place in case you ever need it. Our official new address is:

John R. Fouts & Jacquelyn A. Fouts  
2904 Sitka Dr. #29  
Jeffersontown, KY 40299

And the address of the main office is listed below.

----- Forwarded message -----

From: **Station J Town** <[no-reply@rentcafe.com](mailto:no-reply@rentcafe.com)>  
Date: Thu, Feb 8, 2024 at 5:04 PM  
Subject: Your application has been approved!  
To: <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD



Dear John,

Congratulations! Your recently submitted property application has been approved. Please review the rental application information below.

### LEASE INFORMATION

#### Property:

Station JTown  
9601 Balsam Way  
Louisville, KY 40299  
Unit: L29

#### Property Manager:

(502) 369-0354  
[stationjtown@vida-management.com](mailto:stationjtown@vida-management.com)

If you have any questions, please contact the Property Manager listed above.

### CONTACT INFO

9601 Balsam Way  
Louisville, KY 40299  
(502) 369-0354

### OFFICE HOURS

Monday	9AM-6PM
Tuesday	9AM-6PM
Wednesday	9AM-6PM
Thursday	9AM-6PM
Friday	9AM-6PM
Saturday	10AM-5PM

THE INFORMATION CONTAINED IN THIS MESSAGE AND ANY ATTACHMENT MAY BE PRIVILEGED, CONFIDENTIAL, PROPRIETARY OR OTHERWISE PROTECTED FROM DISCLOSURE. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or use of this message

## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

### HUD Ombudsman Letter -- Federal

2024-12-03

**Subject:** Urgent Assistance Needed for Unanswered Recertification and Housing Issues –  
LMHA Non-Response – Despite Many Attempts

**To:** HUD Ombudsman

**To Whom It May Concern:**

I am writing to formally request urgent assistance regarding my ongoing attempts to address my housing recertification with the Louisville Metro Housing Authority (LMHA). Despite repeated efforts through multiple channels, including emails, faxes, and outreach to specific LMHA staff, I have yet to receive any acknowledgment or resolution to my concerns.

**Timeline of Attempts to Resolve the Issue:**

1. **2024-11-04:** I faxed the required recertification paperwork to the fax number provided by LMHA. The transmission was confirmed as successful.
2. **2024-11-07:** I emailed Rose McCarty, Deborah Gilbert, and Irina Bassett to confirm receipt of my paperwork and to clarify next steps. No response was received.
3. **2024-11-11:** I emailed Rose McCarty directly when I received no response from nmlmhares@lmha1.org, the email address listed on the paperwork.
4. **2024-11-19:** I sent another email to recerts@lmha1.org per guidance from Rose McCarty.
5. **2024-12-03:** I sent a follow-up email requesting an urgent response and acknowledgment. To date, no communication has been received.

I can demonstrate, with fax confirmation and email records, that my documentation was received successfully. The complete lack of acknowledgment or guidance is causing severe distress and uncertainty about my family's housing stability in a time of unabated chaos.

**Specific Requests:**

1. **Immediate Confirmation:** Acknowledge receipt of my recertification paperwork and confirm its completeness.

## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

### HUD Ombudsman Letter -- Federal

2. **Clear Next Steps:** Provide explicit guidance on any additional requirements or next steps in the recertification process.
3. **Investigation and Accountability:** Investigate LMHA's systemic lack of response and ensure that this behavior is corrected.
4. **Disability Accommodations:** I am dealing with advanced brain atrophy, CFS/ME, Long Covid with Microclots, Sjogrens, Small Fiber Neuropathy, and many other conditions including PTSD. I need time to process any communication so I require all communication to be in writing via fax, email, and snail mail.

#### Context of Vulnerability:

I am currently disabled, living with a dependent child who is also disabled. My health is severely compromised, and I am already dealing with significant systemic neglect from other state agencies. As such, I am invoking the protections of the **Violence Against Women Act (VAWA)**, which guarantees safe housing and safeguards against retaliatory or neglectful behavior by housing authorities. LMHA's inaction and failure to communicate directly violate federal housing mandates, including those outlined under VAWA.

#### Technical Issues:

I have also encountered persistent errors when attempting to access resources at hud.gov, receiving messages that "hud.gov does not support a secure connection." This further compounds my inability to receive necessary information or guidance.

Please intervene urgently to resolve this situation. I request that HUD investigate LMHA's noncompliance with federal regulations and ensure that I can continue to pursue safe and stable housing without delay.

Thank you for your immediate attention. I look forward to your response.

Sincerely,

**John R. Fouts, MBA**

2904 Sitka Dr. Apt. L29

Louisville, KY 40299

Email: [fouts.john@gmail.com](mailto:fouts.john@gmail.com) | [patientadvocacy@sfnlife.org](mailto:patientadvocacy@sfnlife.org)

Fax: 502.996.8246



## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

Fwd: Can you confirm that you received the paperwork that I sent in earlier this week please? I asked previously but received no response. --

2024-11-19 -- Following Up -- 2024-12-03

FC-Deborah-Gilbert x FC-Frank-McNeil x FC-HUD x FC-Irina-Bascett x FC-LMHA x FC-Mark-Roseberry-LMHA x FC-Recertification-Illustrates-Many-Examples x FC-Rose-McCarty x FC-TEMPHUD x  
FC-WHISTLEBLOWER-PROTECTION x



John Fouts <fouts.john@gmail.com>

to recerts, Deborah, Frank, Rose, nmlmhares, Mark, eeo, whistleblower

I still have yet to hear from LMHA -- I still cannot get a confirm

2024-12-03 -- I require a response of some kind - a response  
see that the fax I sent on 2024-11-04 was successful. I also f  
from anyone regarding the recertification, what next steps are  
submitted forms for; however, still, nothing but crickets from L

Then tonight I keep receiving this error - so is there an issue

from: John Fouts <fouts.john@gmail.com>

to: recerts@lmha1.org,  
Deborah Gilbert <gilbert@lmha1.org>,  
"McNeil, Frank H" <frank.h.mcneil@hud.gov>,  
Rose McCarty <mccarty@lmha1.org>,  
nmlmhares@lmha1.org,  
Mark Roseberry <Roseberry@lmha1.org>

cc: eeo@hud.gov,  
whistleblower@hudoig.gov

date: Dec 3, 2024, 3:38 PM

subject: Fwd: Can you confirm that you received the paperwork that I sent in earlier this week please? I asked  
previously but received no response. -- 2024-11-19 -- Following Up -- 2024-12-03

mailed-by: gmail.com

Dec 3, 2024, 3:36 PM

if not most of my questions answered.

neone is not okay. Please confirm receipt. I can  
per Rose McCarty. I have heard nothing back  
, which I have filled out all of the paperwork and



hud.gov doesn't support a secure connection

- **Attacker can see and change** information you send or receive from the site.
- **It's safest to visit this site later** if you're using a public network. There is less risk from a trusted network, like your home or work Wi-Fi.

You might also contact the site owner and suggest they upgrade to HTTPS. [Learn more about this warning](#)

Continue to site

Go back



**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD**



John Fouts <fouts.john@gmail.com>

**Fwd: Can you confirm that you received the paperwork that I sent in earlier this week please? I asked previously but received no response. -- 2024-11-19 -- Following Up -- 2024-12-03**

1 message

**John Fouts** <fouts.john@gmail.com>

Tue, Dec 3, 2024 at 3:38 PM

To: recerts@lmha1.org, Deborah Gilbert <gilbert@lmha1.org>, "McNeil, Frank H" <frank.h.mcneil@hud.gov>, Rose McCarty <mccarty@lmha1.org>, nmlmhares@lmha1.org, Mark Roseberry <Roseberry@lmha1.org>

Cc: eeo@hud.gov, whistleblower@hudoig.gov

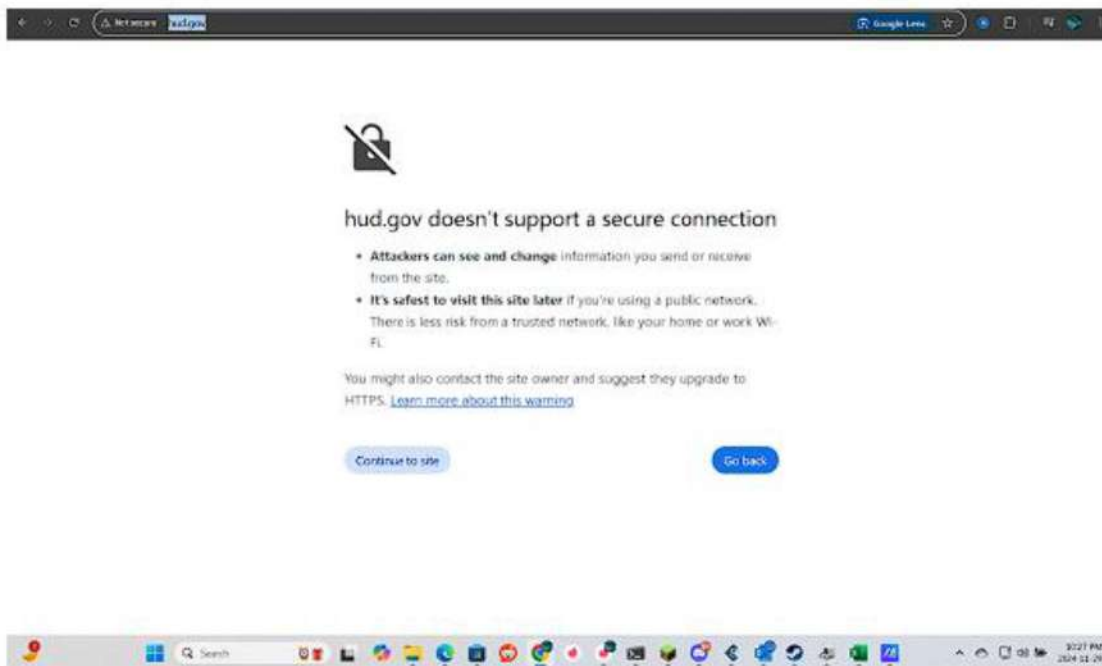
I still have yet to hear from LMHA -- I still cannot get a confirmation of receipt on your end that you received the information, that I can prove was received....and I still cannot get many if not most of my questions answered.

2024-12-03 -- I require a response of some kind - a response is mandatory - not optional. I have faxed, and emailed multiple times and have not received a word back. Ignoring someone is not okay. Please confirm receipt. I can see that the fax I sent on 2024-11-04 was successful. I also have reached out to Rose McCarty, Deborah Gilbert, the nmlmhares@lmha1.org email, and emailed recerts@lmha1.org per Rose McCarty. I have heard nothing back from anyone regarding the recertification, what next steps are, questions not addressed by the person handling housing for a house, who advised me to go through the recert process, which I have filled out all of the paperwork and submitted forms for, however, still, nothing but crickets from LMHA....

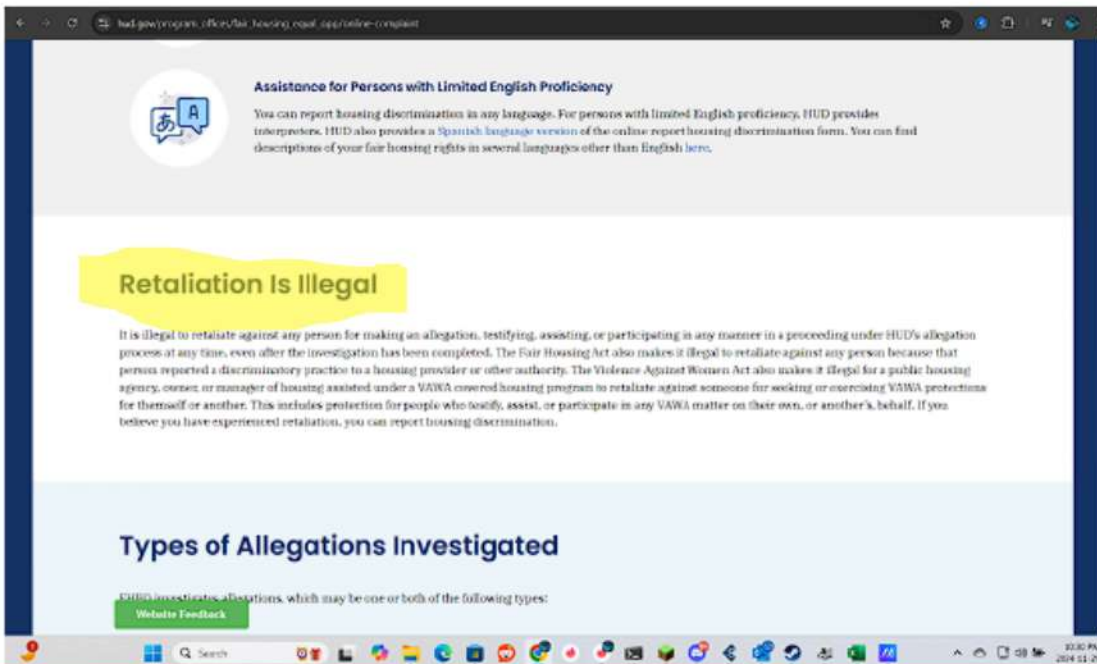
Then tonight I keep receiving this error - so is there an issue with [hud.gov](https://www.hud.gov)?



## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD



## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD



2024-11-19 -- Email below in thread -- sent to [recerts@lmha1.org](mailto:recerts@lmha1.org) per Rose McCarty guidance - sent 2024-11-19

2024-11-11 -- Sent email to Rose M. when had not heard from [nmlmhaires@lmha1.org](mailto:nmlmhaires@lmha1.org) who paperwork indicated information needed to be sent to.

2024-11-07 -- Sent email to Rose M., Deborah Gilbert, and Irina Bassett to find out if paperwork was received and get questions answered.

2024-11-04 -- Faxed 2024-11-04 -- Confirmation of Successful Transmission -- Faxed to Fax Number Received on LMHA Paperwork Received

977616610	420690	John R Fouts	fouts.john@gmail.com	LMHACDRReviewAnnual	(582)587-1027	Success	Success	2024-11-04 20:22:36	2024-11-04 20:29:57	00:06:47	19	19	<a href="#">View</a> <a href="#">-TIFF</a> <a href="#">-PDF</a> <a href="#">-Trans</a> <a href="#">Delete</a> <a href="#">Re-Send</a>
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## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

hulag.gov/whistleblower-protections

### Nondisclosure Agreements

Pursuant to the Whistleblower Protection Enhancement Act of 2012, the following statement applies to non-disclosure policies, forms, or agreements of the federal government with current or former employees, including those in effect before the Act's effective date of December 27, 2012:

"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive Order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling."

The controlling Executive Orders and statutory provisions in the event of any conflict with a non-disclosure policy, form, or agreement include, as of March 14, 2013:

- Executive Order No. 13526 (governing classified national security information);
- Section 7211 of Title 5, United States Code (governing disclosures to Congress);
- Section 1034 of Title 10, United States Code as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military);
- Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 and the Whistleblower Protection Enhancement Act of 2012 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats);
- Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents);
- The statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code; and
- Section 4(b) of the Subversive Activities Control Act of 1950 (50 U.S.C. 783(b)).

## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

hud.gov/program/offices/fair\_housing\_equal\_opp/online\_complaint

<b>Discrimination under the Fair Housing Act (including housing that is privately owned and operated)</b>		+
<b>Discrimination and other civil rights violations in housing and community development programs, including those funded by HUD</b>		+
<b>Discrimination Under the Violence Against Women Act</b>		-
<i>How Your Rights May Have Been Violated</i>	Discrimination in accessing housing or assistance, being evicted from housing, or having your assistance terminated because you are a survivor of domestic violence, dating violence, sexual assault, or stalking; failure to receive notice of occupancy rights or certification form under VAWA; being denied housing or housing-related rights or otherwise penalized for reporting crimes and emergencies; or being retaliated against for seeking or exercising VAWA rights for yourself or another.	
<i>Applicable Law and Protected Classes</i>	Violence Against Women Act (survivors of domestic violence, dating violence, sexual assault, stalking; certain VAWA protections apply regardless of being a survivor (right to report crimes and emergencies; protections from retaliation)).	
<i>Who May File an Allegation</i>	Anyone who has been or will be harmed by a discriminatory housing practice under VAWA.	
<i>Who May Have an Allegation Filed Against Them</i>	With respect to most of the <u>Violence Against Women Act</u> , any individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections, including a public housing agency, sponsor, owner, mortgage, manager, State and local government or its agency, nonprofit or for-profit organization or entity. Additionally, allegations may be filed against anyone who violates the right to report crimes and emergencies.	

----- Forwarded message -----

From: **John Fouts** <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

Date: Tue, Nov 19, 2024 at 10:54 PM

Subject: Fwd: Can you confirm that you received the paperwork that I sent in earlier this week please? I asked previously but received no response. --

**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD**

2024-11-19

To: <[recerts@lmha1.org](mailto:recerts@lmha1.org)>

Please confirm receipt of this email and packet of very important information.

John R. Fouts

P. 502.956.0052

F. 502.996.8246

E. [Fouts.John@gmail.com](mailto:Fouts.John@gmail.com)

----- Forwarded message -----

From: **Rose McCarty** <[McCarty@lmha1.org](mailto:McCarty@lmha1.org)>

Date: Mon, Nov 11, 2024 at 9:28 AM

Subject: RE: Can you confirm that you received the paperwork that I sent in earlier this week please? I asked previously but received no response.

To: John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

If you mean the paperwork to renew your lease then send an email to [recerts@lmha1.org](mailto:recerts@lmha1.org). This is the email to use if you have questions about renewing your lease.

*Rose McCarty*

Portability Coordinator

Louisville Metro Housing Authority

600 South Seventh Street

Louisville, KY 40203

Ph (502) 569-6084

Fax 502-587-7322



## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

---

From: John Fouts <[fouts.john@gmail.com](mailto:fouts.john@gmail.com)>

Sent: Thursday, November 7, 2024 9:33 PM

To: Rose McCarty <[McCarty@LMHA1.org](mailto:McCarty@LMHA1.org)>; Deborah Gilbert <[gilbert@LMHA1.org](mailto:gilbert@LMHA1.org)>

Subject: Can you confirm that you received the paperwork that I sent in earlier this week please? I asked previously but received no response.

I faxed in the documentation (and received a successful fax transmission report), and I also had emailed the contact on the paperwork. I then wrote to you to confirm that you all at LMHA had what you needed and I had received a portal link to update identical paperwork there - is it necessary for me to do that as well? I need an answer please.

Irina Bassett was my last contact, but she no longer is in her position she was in at LMHA (she had emailed me that), and you are the only contact I have aside from her aside from Deborah Gilbert.

Since I did not receive any guidance, no direction, and no communication - I am copying Deborah here so I can hopefully get some kind of a response.

I look forward to hearing from LMHA so I know what to do and what my options are....

My other questions, sent, included, how any other housing (to own) program works with LMHA for people that are disabled like me and not able to work. I need to know these answers please (programs I would be able to qualify for). I expect a prompt response.

Sincerely,

—

"Shining" in Service,

John R. Fouts, MBA

Fax. 502.996.8246

Email. [Fouts.John@gmail.com](mailto:Fouts.John@gmail.com) | [PatientAdvocacy@sfnlife.org](mailto:PatientAdvocacy@sfnlife.org)

**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD**

—

"Shining" in Service,

John R. Fouts, MBA

Fax. 502.996.8246

—


"Shining" in Service,

John R. Fouts, MBA

Fax. 502.996.8246

---

2 attachments

 2024-11-19-Re-Sending-Again-Since-Did-Not-Get-Receipt-But-Fax-Status-Was-Successful-LMHA-Housing-Voucher-Recertification-John-R-Fouts-1749082641.pdf  
876K

 2024-12-03-HUD-Ombudsman-Letter-JRF-LMHA-Louisville-KY.pdf  
84K

# OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

**Moving In — General Information**

1. **PARTIES.** This Lease Contract (sometimes referred to as the "Lease" or "Contract") is between you, the resident(s) (list all people signing the Lease Contract):  
John Fouts

and/or, the owner: New Chestnut Ridge Apartments LLC

(name of community or title holder). You've agreed to rent Apartment No. 129 at 2904 Sitka Dr #29 (street address) in Louisville (city), Kentucky, 40299 (zip code) ("Apartment") for use as a private residence only. The terms "we," "us," and "our" refer to all residents listed above. The terms "you," "your," and "yours" refer to the owner listed above (or any owner's successors in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Contract, a separate Contract Guaranty is attached.

2. **OCCUPANTS.** The Apartment will be occupied only by you and (list all other occupants not signing the Contract):  
Jack Fouts

No one else may occupy the Apartment. Persons not listed above must not stay in the Apartment for more than 7 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Contract begins on the 9th day of February 2024 and ends at 11:59 pm the 8th day of February 2025

**Renewal.** This Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 45 (Move-Out Notice). If the number of days isn't filled in, normally at least 30 days (one calendar month) notice is required. Unless we allow otherwise, the notice must be given prior to the first day of a calendar month and notices will be calculated in calendar months.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Contract for all residents in the Apartment is \$ 1395.00 due on or before the date this Contract is signed. An animal deposit will be stated in any animal addendum, only if an animal is permitted. Your security deposit will be held in a financial institution escrow account as shown on the last page of this Contract, until disposition. You acknowledge that you have received a list of any damages existing in the Apartment prior to move-in on a move-in/out checklist, and that you have had an opportunity to inspect the Apartment to ascertain the accuracy of such listing prior to taking occupancy. If you can't inspect the Apartment before taking possession, you must complete and return the move-in inspection form within 3 days of receiving the keys. If no number is filled in, you have two (2) days to complete and return the form. You acknowledge that you have signed such list of existing damages, or signed an attached statement detailing your objections to such list. Your failure to sign such list or attach a statement detailing objections shall be deemed a waiver by you.

5. **KEYS.** You will be provided 1 apartment key(s), 1 mailbox key(s), 1 FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same during your tenancy or after you vacate.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1395.00 per month for rent, payable in advance and without demand:

☐ at the on-site manager's office, or  
☐ at our online payment site, or  
☒ at the on-site manager's office or online payment site (changes to payment locations may be made in writing by management at any time)

Prorated rent of \$ 1010.17 is due for the remainder of (check one): ☐ 1st month or ☐ 2nd month, on February 9 2024. The prorated rent provision is not applicable to any renewal.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Rent is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized, after proper statutory notice and permission of the appropriate court. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks at our discretion, we may convert any and all checks via Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Rent is also not considered accepted if a partial payment is tendered and we may return any partial payment, even if you receive a receipt or acknowledgment of payment from us.

If you don't pay all rent on or before the 5th day of the month, you'll pay additional rent of \$ 50.00. You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment or disputed credit card charge, plus any additional rent (as set forth above). If you don't pay rent on time, you'll be delinquent and all remedies under this Contract will be authorized. We'll have all other remedies for such violation.

If the following box is marked, you have received the following concessions listed below. Concessions are inducements for you to sign a Lease for the particular Apartment in this Community:

☐

The total value of concessions you have received over the full term of your lease is \$ 0.00. While we are happy to offer concessions to you, concessions depend on your full and complete compliance with all of the terms of the Lease and that you remain a resident for the full term of your Lease. Therefore, in the event you are determined to be in default of your Lease, or terminate your tenancy for any reason prior to the ending date provided in paragraph 3 (Lease Term) of this Lease, all future concessions are terminated and hereby held void. Any concessions received through the date of default or termination are hereby forfeited and are immediately owed and payable to us. All payment obligations under this Contract shall constitute rent under this Contract.

Page 1 of Moving In – General Information portion of Lease Agreement, shows, that the last day of lease executed on 2024-02-09, ended at 11:59 p.m. on the 8<sup>th</sup> day of February 2025. So how could I forcibly detain an apartment on December 3, 2024?

My child and I had had no communication in months from Station J-Town. We had gone out to look at some Christmas lights or something around Christmas time, and we came back to find a non-lease renewal without cause in our door, and a flyer about an event called Grinchmas at Station J-Town. It was as if someone wanted to be particularly cruel to us.



## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

WHY IS THE STATUS FOR MY ACCOUNT LISTED AS INCOMPLETE WHEN I TURNED IN ALL REQUIRED PAPERWORK IN NOVEMBER OF 2024? TODAY IS 2025-02-17

The screenshot shows a web browser window with multiple tabs open. The active tab is 'portal-lmha1.securecare.com/residentservices/lmha/certifications.aspx'. The page header includes the LMHA logo and the text 'We Strive to Enhance Lives, Build on Strengths and Create Community.' Below the header, there is a navigation bar with 'Compliance' and 'HCV Briefing Packet'. A user is logged in as 'John Fours (130030) - 2904 Sitka Dr 29'. The main section is titled 'Applications & Certifications' and displays account information for the Louisville Metro Housing Authority. The account information includes the address '420 S 8th St, Louisville, KY 40203-1906' and a list of details: Type: Annual Recertification, Status: Incomplete, Last Update Date: 2/13/2025, Created Date: 2/13/2025, and Due Date: 11/25/2024. A 'Continue' button is located at the bottom right of the account information section. The footer of the page displays the LMHA name, address, and phone number. The Windows taskbar at the bottom shows the date and time as 7:20 PM on 2025-02-17.


portal-lmha1.securecare.com/residentservices/lmha/certifications.aspx

LOUISVILLE METRO HOUSING AUTHORITY  
We Strive to Enhance Lives,  
Build on Strengths and  
Create Community.

Compliance HCV Briefing Packet

Logged in as: John Fours (130030) - 2904 Sitka Dr 29

### Applications & Certifications

 Louisville Metro Housing Authority  
420 S 8th St  
Louisville, KY 40203-1906

**Account Information**

- Type: Annual Recertification
- Status: Incomplete
- Last Update Date: 2/13/2025
- Created Date: 2/13/2025
- Due Date: 11/25/2024

Continue

LOUISVILLE METRO HOUSING AUTHORITY | 420 S 8TH ST, LOUISVILLE, KY 40203 | (502) 569-3400

24°F Cloudy

7:20 PM  
2025-02-17

## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD

WHY DOES MY APPLICATION STATE IT IS AT 0%, TODAY, 2025-02-17, WHEN I TURNED IN ALL  
REQUIRED PAPERWORK IN NOVEMBER OF LAST YEAR IN 2024?

The screenshot shows a web browser window with the URL `portal-lmha1.securecfe.com/residentservices/lmha/complianceinterview.aspx?1=1&HouseholdId=MTU0NTk5NzY%3d-WIDzwcN4Vj8%3d&myOlePropertyId=1661325&t=0.462007..`. The page header includes the LAMHHA logo and the tagline "We Strive to Enhance Lives, Build on Dreams and Create Community". Below the header, a navigation bar shows "Compliance" and "HCV Briefing Packet". A user is logged in as "John Fouts (130030) - 2904 Sitka Dr 29".

The main content area is titled "Annual Recertification" and shows an "Application Progress" bar at 0%. A sidebar on the left lists the application steps: Language Selection, Welcome Page, Household Members, Emergency Contact, Income, Assets, Expenses, Zero Income, Member Criminal History, Reasonable Accommodation, and Final Review & Submission. The "Language Selection" step is currently active.

The "Select Your Preferred Language" section includes a note: "\*Denotes a required field". The options are: English (selected), Español (Spanish), and Soomaali (Somali). A "Next" button is visible below the options.

The Windows taskbar at the bottom shows the date and time as 7:22 PM on 2025-02-17, along with various system icons and a search bar.

**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD**

I have been actively working with **HUD, LMHA, the Public and Indian Housing Office, FHEO, OIG HUD, and Olmstead Act investigators**, but no resolution has been reached.

Both **my child and I are disabled** and are being **denied federally mandated accommodations** under the **ADA, Section 504, and VAWA protections**, despite meeting all eligibility criteria. I **formally assert our right to these protections**.

I receive **SSDI Title II** (onset date: **June 30, 2022**) due to **Long COVID, microclots, small fiber neuropathy, dysautonomia, and a history of stroke**. My treating physician, **Dr. Vaughn**, has explicitly stated that **moving would pose an extreme health risk** for me. My child also has **autism, cyclic vomiting syndrome, gastroparesis, migraines, ADHD, and other conditions** requiring accommodations that have been denied.

Despite **HUD and LMHA confirming my voucher eligibility**, my **voucher remains unsigned, without an amount listed**, and my **portal falsely shows 0% completion**, despite LMHA confirming receipt of all paperwork **faxed and emailed in November 2024**. I have followed up **over 100 times** requesting this information in writing, yet HUD and LMHA refuse to provide answers.

I am in **no condition to move**, as I am on **triple anticoagulant therapy, supplemental oxygen, and require ongoing IV infusions**. Even a minor accident could be **life-threatening**.

Despite my **severe disability and high medical risk**, **multiple government agencies acting under color of law** and **Station J-Town/New Chestnut Ridge Apartments LLC** continue to subject me to

**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
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**extreme stress, retaliation, and systemic discrimination, violating Olmstead, the ADA, and federal disability rights laws.**

**I have thousands of pages of evidence proving these violations. Email tracking records showing my repeated efforts to seek resolution are available per request – and HUD, LMHA, and PIH continue to stonewall...**

**At this time, my child and I need housing stability until we can secure a less discriminatory and legally compliant living situation.**

**I have also filed a federal lawsuit seeking legal relief, including housing protections, but the case is currently stalled due to procedural obstacles and administrative delays. Despite my ongoing good faith efforts to resolve these violations through every available legal avenue, HUD, LMHA, and PIH have refused to engage in meaningful communication or comply with federal law.**

## OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD



DEPARTMENT OF JUSTICE | OFFICE OF THE INSPECTOR GENERAL

January 29, 2025

John R. Fouts  
Fouts.John@gmail.com

Dear Mr. Fouts,

Thank you for your recent correspondence. The U.S. Department of Justice (DOJ), Office of the Inspector General, investigates allegations of misconduct by employees and contractors of DOJ, as well as waste, fraud and abuse affecting DOJ programs or operations.

The matters you raised are outside our investigative jurisdiction, therefore no action can be taken by our Office. You may wish to consult the following web page for information on where to submit certain complaints that do not fall within the DOJ OIG's investigative authority: [https://oig.justice.gov/hotline/non\\_doj\\_complaints](https://oig.justice.gov/hotline/non_doj_complaints).

Please be advised that this is the only correspondence you will receive from our Office regarding this matter. Of course, if you obtain new information that involves other allegations or issues regarding DOJ employees, contractors, programs or operations, please feel free to submit that information to us.

Thank you for giving us the opportunity to review your concerns.

Sincerely,

Office of the Inspector General  
Investigations Division

**Reset Form**  
(This button will not appear on the printed form)

950 Pennsylvania Avenue, NW, Washington, DC 20530-0001

**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD**

MedHelp 280 LLC • 4600 HWY 280, BIRMINGHAM AL 35242-5028

FOUTS, John ROBERT (Id #585882, dob: 01/31/1979)



Recipient:

Phone: , Fax:

Fax

This fax may contain sensitive and confidential personal health information that is being sent for the sole use of the intended recipient. Unintended recipients are directed to securely destroy any materials received. You are hereby notified that the unauthorized disclosure or other unlawful use of this fax or any personal health information is prohibited. To the extent patient information contained in this fax is subject to 42 CFR Part 2, this regulation prohibits unauthorized disclosure of these records.

If you received this fax in error, please visit [www.athenahealth.com/NotMyFax](http://www.athenahealth.com/NotMyFax) to notify the sender and confirm that the information will be destroyed. If you do not have internet access, please call 1-888-482-8436 to notify the sender and confirm that the information will be destroyed. Thank you for your attention and cooperation.  
[ID:11740971-H-17217]



**OVERVIEW OF LEASE / UNLAWFUL FORCIBLE DETAINER-EVICTION DUE TO RETALIATION AND DISCRIMINATION  
AGAINST DISABLED SINGLE FATHER WITH DISABLED SPECIAL NEEDS CHILD**

Date: 01/31/2025  
RE: John Fouts, DOB: 01/31/1979, PT ID #585882

To Whom It May Concern,

I am writing this letter on behalf of my patient, Mr. John R. Fouts, who is currently under my medical care for multiple serious health conditions, including Long COVID, venous insufficiency, and mast cell activation syndrome, among other complex medical concerns. These conditions significantly impact his daily functioning and ability to undertake major life activities, including securing and relocating to a new residence within an unreasonable timeframe.

Due to the chronic and debilitating nature of his health conditions, Mr. Fouts faces substantial limitations in mobility, endurance, and overall well-being. His medical situation necessitates stability in his living environment to manage his symptoms effectively and prevent exacerbation of his conditions. An abrupt displacement from his current residence would pose a severe risk to his health, disrupting essential care, treatment adherence, and symptom management, which could lead to worsening of his condition and potential medical crises.

Furthermore, Mr. Fouts is the primary caregiver for his child, and his medical challenges make it exceedingly difficult for him to rapidly secure alternative housing while continuing to provide necessary care and stability for his child. Forcing an urgent relocation is neither reasonable nor humane, given his documented disabilities. The protections afforded by the Americans with Disabilities Act (ADA), the Fair Housing Act (FHA), Section 504 of the Rehabilitation Act, the Violence Against Women Act (VAWA), and Section 1915(c) of the Social Security Act are critical in ensuring that individuals with disabilities and their dependents are not unlawfully displaced or discriminated against in housing matters.

Given the severity of his condition, I strongly advocate for reasonable accommodations to be granted to Mr. Fouts in accordance with applicable federal and state laws. It is imperative that he be allowed to maintain stable housing, as abrupt eviction or non-renewal of his lease would pose significant harm to his health and well-being.

Please do not hesitate to contact my office should you require any further information or clarification regarding Mr. Fouts' medical condition and the necessity of stable housing for his health.  
Sincerely,



Electronically Signed by: JORDAN VAUGHN, MD

SEE DR. VAUGHN LETTER /  
STATEMENTS ON LEFT.

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